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UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

GUIDELINE TRANSMITTAL SHEET

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Transmitted herewith is Release No. 1 of the "Historic Property Leasing Guideline", NPS-38, dated October, 1982.

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INTRODUCTION

P.L. 96-515, which was approved December 12, 1980, amended the National Historic Preservation Act, as amended, (16 U.S.C. 470 et seq.) by adding Section 111 which reads:

"Sec. 111. (a) Notwithstanding any other provision of law, any Federal agency may, after consultation with the Advisory Council on Historic Preservation, lease an historic property owned by the agency to any person or organization, or exchange any property owned by the agency with comparable historic property, if the agency head determines that the lease or exchange will adequately insure the preservation of the historic property.

"(b) The proceeds of any lease under subsection (a) may, notwithstanding any other provision of law, be retained by the agency entering into such lease and used to defray the costs of administration, maintenance, repair, and related expenses incurred by the agency with respect to such property or other properties which are on the National Register which are owned by, or are under the jurisdiction or control of, such agency. Any surplus proceeds from such leases shall be deposited into the Treasury of the United States at the end of the second fiscal year following the fiscal year in which such proceeds were received.

"(c) The head of any Federal agency having responsibility for the management of any historic property may, after consultation with the Advisory Council on Historic Preservation, enter into contracts for the management of such property. Any such contract shall contain such terms and conditions as the head of such agency deems necessary or appropriate to protect the interests of the United States and insure adequate preservation of the historic property".

The regulation published at 36 CFR 18 defines the rules to be followed in implementing the historic property leasing and exchange provisions of this law. Special Directive 82-12, "Policy on Historic Property Leases and Exchanges," states the NPS policy on these types of actions. This Guideline expands, clarifies, and applies the procedures to be followed in implementing the historic property leasing program. The regulation, management policy statement, and this Guideline should be used together when planning and implementing historic property leasing actions. It was not deemed necessary to address in this Guideline the portion of this law which would allow exchange of property for historic property since these will be unique cases, nor for the portion of this law which would allow the contracting for management of historic property since this statutory authority in combination with the Federal Procurement Regulations could be used by the NPS for any management contracts for preservation of historic property.

CULTURAL RESOURCES MANAGEMENT

Background

All leasing actions shall be consistent with and follow the procedures outlined in the "Management Policies" especially Chapter V, Cultural Resource Management and Preservation, and the "Cultural Resources Management Guideline" (NPS-28).

Leasable National Register Historic Properties

Although this law allows a federal agency to lease National Register prehistoric and historic districts, sites, buildings, structures, and objects, the NPS by policy has excluded objects and prehistoric structures. Also, vacant land, even if of historic significance, cannot be leased under this authority, for development or construction purposes. Only historic property listed in, or formally determined eligible by the Keeper for inclusion in the National Register of Historic Places may be leased.

Historic property that has been listed in the National Register because it is an historic area of the National Park System as designated by an Act of Congress or Executive Order shall only be leased if the historic property has been documented by the submission of a National Register form through the Associate Director, Cultural Resources Management to the Keeper of the National Register. A component of a historic property must be described as contributing to the significance of the historic property in block "7.- Description" of the National Register form before it can be leased. In addition, if the historic property is a historic structure it must be listed in the List of Classified Structures (LCS) before it can be leased.

Appendix A contains a list of all historic properties within the National Park System listed in or determined eligible for the National Register of Historic Places. This list should be reviewed to identify historic properties or components of historic properties which could be leased if they meet the criteria in Special Directive 82-12, "Policy on Historic Property Leases and Exchanges," and if the NPS has a sufficient legal interest in the property to lease it.

Archeological Clearance

An Archeological Clearance, as described in NPS-28, Chapter 3, is required prior to leasing land. It is required as a stipulation in all other leases where there is potential for ground disturbance in a previously unsurveyed site. For example, prior to any ground disturbing activities such as gardening, landscaping, utility trenching, etc., the lessee will be required to

notify the Superintendent do that the area may be examined by an archeologist to assure no potentially significant resources will be disturbed. It usually will be conducted by a NPS archeologist as an administrative expense.

Preservation Maintenance

It is required that a Historic Structure Preservation Guide (HSPG), as described in NPS-28, Chapter 3 and Appendix C, be prepared for all leased historic structures and attached to the lease to set forth specific responsibilities for carrying out preservation maintenance. All preservation maintenance must be in accordance with the preservation maintenance standards in NPS-28, and with the recommended approaches of the Secretary of the Interior's "Standards for Historic Preservation Projects" (36 CFR 68).

This document can be prepared by a NPS historical architect as an administrative expense, or by a private historical architect at the expense of the lessee. If the HSPG is prepared at the direct cost of the lessee this cost should be amortized over the length of the lease and taken into account when negotiating the lease terms.

Major Construction Treatment

It is required that a Historic Structure Report (HSR), as described in NPS-28, Chapter 3 and Appendix F, be prepared for all leased historic structures where major construction treatment as determined by the Regional Historical Architect and Regional Historian is to be accomplished. This HSR or construction drawings and specifications are to be attached to the lease to set forth specific responsibilities for carrying out construction treatment. All construction treatment, and construction drawings and specifications prepared in support of this construction treatment, must be in accordance with the standards in the "Cultural Resources Management Guideline" (NPS-28), and with the recommended approaches in the Secretary of Interior's "Standards for Historic Preservation Projects" (36 CFR 68).

The HSR and construction drawings and specifications can be prepared by a NPS historical architect as an administrative expense, or by a private historical architect at the direct expense of the lessee. If these documents are prepared at the cost of the lessee this cost should be amortized over the length of the lease and taken into account when negotiating the lease terms.

Construction treatment performed at the direct cost of the lessee shall be supervised by a historical architect paid directly by the lessee with oversight by the Regional Historical Architect. The lease shall specifically state that the Government's representative has the right to stop the lessee's construction treatment when, in the opinion of the Government's representative, cultural resources are endangered.

Objects in Historic Structures

Any objects located in historic structures to be leased must be treated according to the standards for management of museum objects in NPS-28. In most cases the objects will be removed prior to leasing. In exceptional circumstances where the objects contribute to the historic structure's interpretation and where the objects will not face undue deterioration or risk, objects may be loaned from the park collection to the lessee. In such cases the loan must comply with procedures of Section 106 of the National Historic Preservation Act of 1966 and with the "Interpretation and Visitor Services Guideline" (NPS-6) regarding consumptive use of museum objects.

AGRICULTURAL USE

Background

Certain areas of the National Park System contain cultural landscapes and vistas which are of historical and interpretive significance. These fields, row crops, orchards, pastures and similar features may be assigned to others to plant, maintain and manage. Where the criteria of Special Directive 82-12, "Policy on Historic Property Leases and Exchanges," are met, such assignments may be through a historic property lease in lieu of a revokeable Special Use Permit, Memorandum of Understanding, Cooperative Agreement or other license.

Purpose

The objective is the administration and management of cultural landscapes in the presentation to the public of the historical scenes as nearly as possible. The preservation of or gradual restoration of such landscapes and the maintenance of vistas which are an important part of the interpretive program may often be achieved through an arrangement with farmers/ranchers for the cultivation or other agricultural use of specific park lands. In permitting any agricultural use of such lands, the intent is to foster land use practices which will meet cultural and natural resource management, and interpretive objectives while providing the lessee an opportunity for a reasonable profit.

Administrative Conditions

Each unit of land must be considered individually and the lease provisions must be adjusted to meet each situation in order to best achieve the objectives of the NPS. Thus, special provisions for insurance, archeological sites or findings, structure use, access, damages, equipment storage, special events and others as may be necessary to cover a particular use should be included in the lease.

Modern machinery, not in use, shall be removed from the park or stored out of the historic scene. The same type of crop as was grown at time of historic events may be required on the occasion of formal programs commemorating those events.

Agronomic Conditions

A site specific agricultural use guide for crop and pastureland shall be developed and attached to the lease.

The elements of the guide shall be appropriate for the soil fertility, soil textural class, soil type, topography, erosion class, and the historic scene, as called for in the Statement for Management, Resources Management Plans, and General Management Plan. Potential threats to ground and surface water and other aspects of the environment will be identified and mitigated.

The guide shall include but not be limited to plans or statements addressing:

A. Permanent Pasture

1. Grazing plan

- a. Rotation (restricting grazing to a portion of the field at any given time)
- b. Animal units per acre (1000-pound animals per acre) or AUMs
- c. Provision for use of excess growth
- d. Prevention of overgrazing

2. Renovation and improvement plan

3. Lime and fertilizer program

4. Soil testing cycle

5. Inventory of vegetative cover

- a. Legumes
- b. Grasses
- c. Weeds

6. Prescribed Integrated Pest Management (IPM) programs for weed, insect, pathogen, vertebrate and other pests that may threaten the crop or park resources

7. Fencing Plan including design and construction standards, maintenance frequency and responsibility

8. Access and Driveways

B. Cropland (including row, field, and orchard)

1. Crop rotation schedule and species composition

2. Tillage methods including NO TILL considerations
3. Drainage or irrigation needs, frequency, responsibility for maintenance
4. Soil testing cycle
5. Lime and fertilizer program
6. Prescribed Integrated Pest Management (IPM) programs for weed, insect, pathogen, vertebrate and other pests that may threaten the crop or park resources.

All pesticides shall be used in accordance with label instructions including disposition of containers. Approval to use each pesticide shall first be obtained by the Superintendent in accordance with established Department of the Interior regulations and National Park Service policies and guidelines.

The program shall be monitored continuously to insure efficacy and compliance with the specific management guide, and the intent and special conditions of the lease. It should be reviewed at least annually and revised as needed.

PLANNING PROCESS

In order to proceed in an orderly fashion, the potential for the leasing of appropriate historic property will be identified in the Management Objectives and Issues section of the unit's Statement for Management, which is subject to review and, as appropriate, revision biennially. Further, the actual identification of historic property suitable for leasing as well as the requirements for and consequences of leasing will be accomplished during the preparation of the unit's General Management Plan or as an amendment to the park unit's General Management Plan. Finally, when preparing or revising a Statement for Management, General Management Plan, or an amendment thereto:

1. Procedures contained in the "Planning Process Guideline" (NPS-2) will be followed.
2. Decisions will be consistent with the "Management Policies" of the National Park Service.
3. Decisions will be consistent with specific and general legislation affecting the park unit (e.g., General Authorities Act, as amended; the unit's authorizing legislation; and the National Historic Preservation Act, as amended).
4. Decisions will be implemented in a manner consistent with this Guideline.

LEGISLATIVE COMPLIANCE

Sections 106 and 111, National Historic Preservation Act of 1966, as Amended

Sections 106 and 111 of the National Historic Preservation Act of 1966 as amended require that the NPS consult with the Advisory Council on Historic Preservation (ACHP) on all leasing and exchanging actions. In order to comply with Sections 106 and 111 of the National Historic Preservation Act of 1966, as amended, and 36 CFR 800, "Protection of Historic and Cultural Properties," for leasing and exchanging historic properties, the NPS, the ACHP, and the National Conference of State Historic Preservation Officers (NCSHPO) have executed a Programmatic Memorandum of Agreement (PMOA). A copy of this PMOA is in Appendix B. Having this PMOA permits leases and exchanges without seeking Council comments on each individual action.

The PMOA requires adherence to this Guideline, the "Cultural Resources Management Guideline" (NPS-28), and the recommended approaches of the Secretary of the Interior's "Standards for Historic Preservation Projects" (36 CFR 68). Lessees wishing to apply for historic preservation tax credits must comply with 36 CFR 67.

How to Proceed

See Special Directive 82-12, "Policy on Historic Property Leases and Exchanges," for a detailed discussion of requirements and limitations of this program.

As soon as a property is identified for potential leasing either through the Planning Process or consultation with regional staff, the Superintendent will fill out the XXX form identifying, insofar as possible, the potential effects that may be anticipated or desired as a result of the lease. The Superintendent must also determine permissible and nonpermissible uses based on the mission of the park and the nature of the property. (See 36 CFR 18, "Leases and Exchanges of Historic Property," and 36 CFR 1 through 7, for guidance.)

The XXX form is forwarded to the regional office for review, further processing, and as the basis for developing the proposal to lease. Regional office, and in some cases Washington Office, cultural resource specialists must participate in developing the proposal to lease. Preliminary review and evaluation for potential tax act certification, if appropriate, should be done at this time.

After the proposal is developed and conditions of the lease determined, including any preliminary treatment by NPS, the XXX form is reviewed and certified by the regional or Washington Office, depending on the aggregate amount or term of the lease.

All permissible physical changes must be noted in the lease or in an attachment, such as an Historic Structures Report, and must be carried out with NPS consultation and approval and in accordance with the recommended approaches of NPS-28 and the Secretary's Standards. Any physical changes not specifically noted in the lease must be reviewed and approved using the XXX form and certification process, and may require an amendment to the lease.

Lease Requirements

The following provisions and requirements are to be included in each lease, as appropriate.

1. Lessee is required to maintain the property in a clean and sanitary condition and in good order.
2. Lessee is required to perform preservation maintenance of property in accordance with the attached Historic Structures Preservation Guide (HSPG), and with the standards in "Cultural Resources Management Guideline" (NPS-28), and with recommended approaches in the Secretary of the Interior's "Standards for Historic Preservation Projects" (36 CFR 68), where actions have not been specifically described in the HSPG.
3. Lessee may not make any physical changes to the property not specifically permitted by the lease without the written approval of the Superintendent. Such actions must be in conformance with the approved approaches and standards of the documents attached to this lease and the work approved by the Superintendent.
4. Lessee may not undertake any ground disturbing activities not specifically permitted by the lease such as gardening, landscaping, utility trenching, etc., without written clearance for such activity from the Superintendent. See Chapter 3, "Agricultural Use," for specific guidance on leasing land.
5. Lessee may undertake or permit the following uses:
(List as appropriate)
Lessee may not undertake or permit the following uses:
(List as appropriate)

The following standards and guides are to be attached to each lease as appropriate to give direction and provide guidance to lessee.

1. Relevant sections of NPS-28, especially standards and definitions.
See NPS-28, Chapters 1 and 2.
2. The Secretary of the Interior's "Standards for Historic Preservation Projects" (36 CFR 68).
3. Any Archeological Clearance required for the lease.
4. Historic Structures Preservation Guide(s) (HSPG), setting forth specific responsibilities for carrying out preservation maintenance on historic structures. (See NPS-28, Chapter 3 and Appendix C.)
5. Historic Structures Report(s) (HSR) or construction drawings and specifications, setting forth specific responsibilities for carrying out major construction treatment on historic structures. (See NPS-28, Chapter 3 and Appendix F.)
6. When appropriate, the two-part Historic Preservation Certification Application, completed in accordance with 36 CFR 67 and certified by the Secretary of the Interior as a certified rehabilitation.

Proposed Uses Inconsistent with the General Management Plan or Master Plan.

When it is proposed to amend a plan to permit an inconsistent use, NPS will consult with the Advisory Council on Historic Preservation and the State Historic Preservation Officer in accordance with the 1981 Programmatic Memorandum of Agreement on plans. (See NPS-28, Chapter 6 and Appendix U for guidance.)

Enforcement

If the lessee violates any conditions of the lease, in addition to such legal measures as terminating the lease and seeking damages, NPS may undertake the required work on behalf of the lessee and assess the costs of such work to the lessee. In addition, any tax benefit realized to date may be jeopardized and NPS should evaluate the violation under the terms of 36 CFR 67 and take appropriate action. Failure of NPS to correct lease violations, either treatment or corrective measures in the case of damage to the property, is a violation of the Programmatic Memorandum of Agreement.

Exchanges

Exchanges of historic properties must be proposed in accordance with NPS-28 and 36 CFR 18, "Leases and Exchanges of Historic Property." The XXX form is prepared by the Superintendent and forwarded to the regional cultural resources specialists for appropriate action. The specific requirements and restrictions regarding exchanges that are contained in Special Directive 82-12, "Policy on Historic Property Leases and Exchanges," must be followed. Restrictive covenants insuring the maintenance and preservation of any historic property being disposed of by NPS are to be a condition of the exchange. The recipient must agree to adhere to the recommended approaches in the Secretary of the Interior's "Standards for Preservation Projects" (36 CFR 68) in making physical changes to the property and submit these plans to NPS for approval.

Any land proposed for disposition under this program must be surveyed for archeological material and, if found, evaluated for National Register eligibility. Any proposed disposition of property containing National Register or eligible archeological material must be individually submitted to the Advisory Council on Historic Preservation for comment pursuant to 36 CFR 800.4.

Life Safety and Security

The area of life safety and security is generally covered by Chapter 5 of NPS-28. In leasing historic structures it is especially important to determine the intended use of the premises and plan life safety and security systems accordingly. Prior to leasing, an evaluation should be made to determine whether the intended use is feasible in terms of providing a safe and secure environment for the intended users and whether modifications to the structure are feasible. Also, the lease should state the responsibilities for provision and maintenance of security and life safety systems.

Energy Management

Conservation of energy must be carried out with due regard for cultural resources management provisions and life cycle costing. NPS-28, Chapter 5 contains instructions regarding energy conservation. Energy conservation measures must take into account the effect such measures may have on historic objects or artifacts housed in the leased premises as well as the effects on the premises itself and its environs. Responsibility

for energy conservation measures and cost allocation should be clearly established in lease documents.

Handicapped Accessibility

Compliance with the Architectural Barriers Act of 1968 and the Rehabilitation Act of 1973 may require modifications to the leased property depending on the intended use of the property and the improvements proposed for the property, if any.

If it is intended that the property be open for public use and visitation and major construction treatment is undertaken, then such work must be made in accord with accessibility standards. If the location or intended use of a property or portion of a property precludes its use by handicapped persons then it may not be necessary to modify the property to meet accessibility standards. Further guidance in this area can be found in NPS-28, Chapter 4.

National Environmental Policy Act of 1969

Proposed leases should be examined to determine whether compliance with the National Environmental Policy Act (NEPA) is required. Such compliance must be completed prior to consummation of a lease. Detailed guidance is contained in the "NEPA Compliance Guideline" (NPS-12). Some leases may be categorically excluded from the requirement for compliance with NEPA; however, others will require preparation of an environmental assessment and/or an environmental impact statement (e.g., lease of properties located in floodplains which require preparation of a Statement of Findings according to NPS procedures for implementing Executive Orders 11990, Protection of Wetlands, and 11988, Floodplain Management).

Leasing of Historic Properties in Floodplains

The National Park Service has adopted procedures for implementing Executive Orders 11990 and 11988 concerning Protection of Wetlands and Floodplain Management.

These regulations also address the treatment of cultural resources present in floodplains. These procedures also apply to the leasing of structures in floodplains. Cultural resources subject to leasing that are located in floodplains must have floodproofing measures undertaken to assure some protection against loss of life and property. These measures need not be

physical measures but may also include warning systems, evacuation plans and the like. Historic furnishings, objects, documents and similar materials should not be kept in the 500 year floodplain. If such items are necessarily present on the site in order to retain historic integrity, a Statement of Findings must be prepared and material made absolutely safe or provided for within the terms of a workable action plan for their removal.

Leasing of floodplain located structures for some types of use should not occur. Examples of such uses would include clinics and emergency facilities or other facilities whose occupants may not be mobile enough to avoid loss of life or property.

Lessees should also be aware that ancillary or support services may not be allowed, since these developments may constitute further unallowable development in the floodplain.

Lessees should also be made aware, possibly in the lease agreement, that they are assuming a risk of loss and potential liability.

APPRAISALS

Function of Appraisals

The function of an appraisal in the leasing process is to estimate the fair annual rental value of a property to be leased. In most cases an estimate of fair market value will also be required. Regulation (36 CFR 18.5) requires that an appraisal be prepared by a qualified professional real estate appraiser and reviewed and approved by a qualified review appraiser. No lease shall be approved or granted for less than the present fair market rental value of the property being leased. (36 CFR 18.11(b)).

Appraisers may be called upon throughout the leasing process to assist in analyzing lease conditions and terms, and their influence on fair market rental value.

Assignments

It is imperative that requests for lease appraisals be submitted to the Regional Chief Appraiser through the Regional Land Resources Division for proper workload scheduling.

Sufficient lead time must be allowed prior to anticipated advertising for leases to provide for the appraisal contracting procedures to be followed, as well as for appraisal preparation and review. Written assignments for the appraisal of fair annual rental value of a property must include a complete description of the property, requirements to be imposed on the lessee, i.e., restrictions on use, restrictions on term, special preservation maintenance requirements, special operating restrictions, treatment plans, etc. Essentially the appraiser must know exactly what the unique or special conditions of the lease will contain so such factors can be accounted for in the appraisal process.

Pre-advertisement Appraisal

It is recommended, where the highest and best use of a property is questionable and/or where very complex economic factors are critical to the successful use of a property, that an appraisal/feasibility study be performed well in advance of public advertisement for proposals. This will allow the NPS to better define allowable uses and special requirements and terms which will influence responses to the request for proposals. In cases where sealed bids will be received and the minimum bid will be advertised, an appraisal will be needed in advance.

Funding

Prior to ordering an appraisal by contract or performing staff valuation services for historic property leasing, the appraiser should be sure that the proper account has been identified and sufficient funds are available. Land and Water Conservation Funds may not be used for historic property lease appraisals. Appropriate records of these services must be kept.

Standards

Appraisal reports for fair annual rental value and fair market value will conform to established and recognized professional appraisal practices and procedures. All applicable requirements for appraisal and appraisal reviews specified in Part XI of the "Land Acquisition Procedures" will be followed unless specifically excepted herein.

Appraisal Methodology

Appraisal of fair market value and fair annual rental value of a historic property to be leased must consider all factors influencing value including special or unique provisions and/or limitations on the use of the property contained in the lease (36 CFR 18.5). During the negotiation phase following advertisement for proposals, some of the advertised conditions or special requirements may change, thus changing the original valuation premise. Appraisers should assist the realty officer in analyzing the impact of such negotiated changes on fair annual rental value in order to facilitate consummation of the lease. However, care and judgment must be exercised in this procedure to determine when an entirely new appraisal is in order due to substantive changes in the valuation premise. A revised or new appraisal for fair annual rental value and fair market value should be prepared where substantial changes have been made in the terms, conditions, allowable uses, new information, etc.

Disclosure of Appraisal

The Government is a lessor and any appraisal information it obtains in preparing for negotiations with prospective lessees is confidential. Appraisals prepared in connection with the lease of an historic property will not be released.

LIABILITY AND PROPERTY INSURANCE

The lessee shall be required to maintain insurance coverage to the extent necessary to assure (1) that the lessee has the financial ability to pay bona fide claims for bodily injuries, death or property damage arising from the lessee's or the lessee's employees' acts or omissions, and (2) that funds are immediately available to restore or reconstruct a historic property which is damaged or destroyed. The "Concessions Manual" should be used as a reference in developing the liability and property insurance requirements of all leases. In order to properly administer the insurance portion of the historic property lease, it is required that the lessees have their insurance representative provide the Regional Director a copy of their Certificate of Insurance.

Lessees are required to maintain as necessary for both lessee improvements and assigned government improvements fire, extended coverage, and such other perils insurance on a full replacement basis. In some cases, however, such coverage is not available from regular insurance companies or is prohibitive in cost. In such cases certain alternative arrangements might be used as noted in the "Concessions Manual." If the lessee is performing major construction treatment then a Builder's Risk Form policy is required.

TYPES OF LEASES

Advertised Leases

Award of advertised leases shall be conducted in accordance with 36 CFR 18.6.

Negotiated Leases

Award of negotiated leases shall be conducted in accordance with 36 CFR 18.8.

DEVELOPING A REQUEST FOR PROPOSALS (RFP) FOR NEGOTIATED LEASES

The Need to Furnish Evaluation Criteria

The Superintendent, with the advice of the regional cultural resources specialists, shall develop proposal evaluation criteria and submit them as part of the lease request to the regional realty officer (RO). The regional realty officer shall issue an RFP.

The RFP must advise offerors of (1) all factors which will be used in evaluating proposals, (2) the relative importance of each factor, and (3) the importance of price. The evaluation factors set forth in the RFP inform offerors of the significant matters which should be addressed in their proposals. They also lay down "the rules of the game"--the factors which NPS will use conducting its evaluation. Announcement of the criteria in the RFP thus promotes competition by letting prospective offerors know what is expected, and it ensures fair play by giving all offerors the opportunity to compete on the same basis. At a later point, it enables NPS to demonstrate to the public that a decision on a lease was made impartially and reasonably, based on factors relevant to the needs of NPS.

Source Selection Plans

Purpose and Scope

A source selection plan can be developed if appropriate. It is a written plan that spells out how the process of lessee selection will be conducted, including details on how NPS will evaluate the proposals for a particular lease. The objectives of this plan are to ensure:

1. Evaluation on a uniform basis by all evaluators
2. Objectivity
3. Fairness

The plan has as its foundation the evaluation criteria that have been identified for use in the particular lease. It should include the rationale for those criteria, the relative weights attached to the criteria, and the rationale for those weights.

Depending on the value and complexity of the lease, source selection plans may reflect decisions as to:

1. The composition, organization, and operation of the team or group assigned to conduct the evaluation.
2. A schedule for all of the various actions to be taken, from the time the RFP is issued to the date of execution of the lease including such elements as:
 - a. Period of time allowed offerors to prepare proposals
 - b. Various steps involved in the evaluation process, including examination of the price proposal and submission of the report of the evaluation to the realty officer
 - c. Process of deciding which offerors are in the competitive range
 - d. Initiation, conduct, and conclusion of negotiations, including written or oral discussion with offerors determined to be in the competitive range and submission of best and final offers
 - e. Final evaluation of best and final offers, and selection for lease

Scoring Plan

The source selection plan may include a scoring plan, a description, for in-house use, of the methodology that evaluators will use to express their judgment as to the degree of merit each proposal possesses in relation to the announced variable evaluation criteria.

The following is a sample scoring plan:

| | |
|--------------|-----|
| Unacceptable | 0 |
| Poor | 3 |
| Fair | 5 |
| Good | 7-8 |
| Very Good | 9 |
| Excellent | 10 |

Other adjectives and other numerical scales (e.g., 1-100) may be used. Whatever the details, the basic need is to decide on a set of adjectives or descriptions that expresses reasonably specific degrees of merit and

on a set of numbers corresponding to those adjectives or descriptions. This system establishes a systematic and uniform basis for proposal evaluation and scoring. It also provides a degree of objectivity. Opinions may well differ--for example, as to whether an offeror's approach is "good" or "very good"--but all "good" ratings have a numerical value in the same range (i.e., 7-8 in the scoring plan outlined above), and all "very good" ratings have the same value (9) regardless of which evaluator is involved. Furthermore, in both cases, evaluators are using the same definition of the rating.

Use of Weighted Score

After selecting the proper adjective rating and deriving its numerical equivalent (the "raw" score), the relative weight for the criterion or subcriterion involved is applied to derive the "weighted" score. Suppose the RFP states the weight of the criteria as:

- | | |
|----------------------------------|-----|
| 1. Merit of Approach | 35% |
| 2. Experience and Qualifications | 65% |

A score of 10 ("excellent") on Approach produces a weighted score of 3.5 (35/100 of 10), and a score of 7 ("good") on Experience and Qualifications produces a weighted score of 4.55 (65/100 of 7), or a total weighted score for that proposal of 8.05.

Further Considerations

The method and process to be used for scoring should be set forth in detail in instructions to evaluators, so that they will be clearly understood, and correctly and uniformly applied. The weights assigned to criteria should be made known only to personnel on the evaluation team.

Guidelines for Preparing RFPs

It is suggested that a standardized Request for Proposal (RFP) format be used for preparing RFPs. The following format is recommended for use whenever practicable. Uniformity in the use of this standardized format tends to ensure impartial treatment of all prospective offerors. It also expedites solicitation and lease preparation, analysis, review, and lease administration.

Information to be Placed in RFPs

Cover Letter. A brief cover letter or cover sheet should be used to highlight important aspects of the solicitation. Care must be taken to avoid introducing inconsistencies between the cover letter and the solicitation document. The cover letter should include the following:

1. Identity of the National Park Service issuing office
2. Issuance date
3. RFP number
4. Description of the historic property.

Part I - The Schedule, Section A. Lease Form and Contents

Part I - The Schedule, Section B - Prices.

1. Identify the lease type. (Whether fixed monthly or yearly payment or percentage of income, etc.)
2. Term of lease (to be filled in after award).
3. Price per month or per year or percentage of income (to be filled in after award).

Part I - The Schedule, Section C - Legal Description of Historic Property.

Reference to published descriptions shall include a full identification of the document and where it may be obtained.

Briefly Describe:

1. Description of physical features of the property.
2. Description of current condition of the property.
3. Access to property.
4. Limitations on major construction treatment or demolition.
5. Protection requirements for property.
6. Damage to existing property, work, or utilities.

7. Preservation required for existing vegetation.
8. Proposed possession of or use by the Government of any completed, or partially, completed part of the work.
9. Cleanup of the property during and after completion of construction.
10. The handling of Government furnished or lessee prepared drawings or other historical data.
11. Safety requirements and special precautions for hazardous, toxic, and radioactive materials and processes.

Part I - The Schedule, Section D - Preservation Standards

Cite in this section the preservation standards to be used.

Part I - The Schedule, Section E - Inspection and Acceptance of Major Construction Treatment and Preservation Maintenance Work

Include the office(s) or official(s) responsible, and any other related instructions.

Part I - The Schedule, Section F - Performance Schedule

Specify the desired completion date for any required major construction work.

Part I - The Schedule, Section G - Administration Data

1. Administration office.
2. Realty officer's representative(s).
3. Payment instructions.
4. Special payment procedures (e.g., advance payments, monthly payments).
5. Correspondence procedures.

Part I - The Schedule, Section H - Special Provisions

1. Option provisions.

2. Identity of the Government-furnished property, services, facilities, or resources to be provided the lessee.
3. Any authorized special provisions necessary for the particular lease, relating to such matters as zoning requirements or building permits required.
4. Reporting requirements.
5. Bonds and other security provisions.
6. Order of precedence provisions.
7. Key personnel provisions.
8. Indemnification and insurance provisions.
9. Organizational conflict of interest provisions.

Part II - The Schedule, Section I - General Provisions

1. General lease provisions as are required by law or by governing regulations.
2. General lease provisions as may be applicable to the lease.
3. Such alterations in general lease provisions (i.e., lease clauses) as are appropriate.

Part III - The Schedule, Section J - List of Documents, Exhibits, and Other Attachments to the Lease

Identify the documents, exhibits, and other attachments that make up the lease. Give form numbers, dates, and number of pages for each document; give type and identifier (e.g., "Exhibit A"), name and number of pages for each exhibit, appendix, or other attachment, or other documents too lengthy to be conveniently written into the lease.

Part IV - The Schedule, Section K - Representations, Certifications, and Other Statements of the Offeror.

1. A statement requesting identification of sublessees who are being proposed, including a notice that offerors should obtain required representations, certifications, and statements from such sublessees.
2. A request that offerors identify their authorized negotiators, officials who can bind them in a lease, and lease administrators.
3. A statement requesting information concerning any organizational conflicts of interest of the offeror in the lease.
4. A requirement that offerors acknowledge amendments to the solicitation document.

Part IV - The Schedule, Section L - Solicitation Instructions and Conditions, and Notices to Offerors

1. Solicitation Instructions and Conditions
2. Solicitation Document Type.
3. Solicitation Document Number.
4. Date of Solicitation Document Issuance.
5. Issuing Office.
6. Points of Contact.
7. Description of Historic Property Being Leased.
8. Government-Furnished Property, Materials, Services, or Facilities.
9. Type of Lease Contemplated.
10. Award Groups: A statement of whether one award or multiple awards is to be made. (To be used when several properties are available under the solicitation).
11. Pre-Bid/Pre-Proposal Conference Information.
12. Alternate Bid/Proposal Information.

13. Acceptance Period: A statement notifying offerors that proposals offering less than a specified number of days for acceptance by the Government from the date set for the receipt of proposals will be rejected.
14. Time and Date Offers Are Due.
15. External Marking and Place for Submittal of Proposals and Other Communications.
16. Any Special Instructions for Handcarried Offers.
17. Number of Copies to be provided.
18. Any Special Instruction for Telegraphic Bids/Proposals.
19. When considered appropriate, An Equal Rights Note substantially as follows:

"Wherever, in the solicitation or lease, "man," "men," or their related pronouns may appear--either as words or as parts of words (and other than with obvious reference to named male individuals)--they have been used for literary purposes and are meant in their generic sense (i.e., to include all human-kind--both female and male sexes)."
20. A statement that offers must set forth full, accurate, and complete information as required by this Solicitation (including attachments), and that the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
21. Definitions.
22. Offeror Instructions and Conditions, including the following:
 - a. Offerors are expected to examine the Government drawings, specifications, schedule, and all instructions. Failure to do so will be at the offeror's risk.
 - b. Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other

changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

- c. Unit price for each unit offered shall be shown. A total shall be entered in the Amount column of the Schedule for each period. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct--subject, however, to correction to the same extent and in the same manner as any other mistake.
- d. Offers for properties other than those specified will not be considered unless authorized by the solicitation.
- e. Offeror must state a definite time for performance of lease requirements unless otherwise specified in the solicitation.
- f. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- g. Code boxes on solicitation, offer, and award forms which are for Government use only.
- h. Explanation to Offerors. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before award of the lease will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation, or if the lack of such information would be prejudicial to uninformed offerors.
- i. Acknowledgment of Amendments to Solicitations. Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the solicitation form (c) by letter or telegram, or by including an Acknowledgment of Amendments statement with the Representation, Certifications, and other statements of the offeror. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

- j. Instructions for the Submission of Offers.
- k. Failure to Submit Offer. If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of property covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of property covered by the solicitation.
- l. Order of Precedence.
- m. Late Payment Penalty Notices.
- n. A Statement about Conditions Affecting the Work. Include a statement such as:

Offerors should visit the property and take such other steps as may be reasonably necessary to ascertain the nature and location of the property and the general and local conditions which can affect the lease or the price thereof. Failure to do so will not relieve offerors from responsibility for estimating properly the difficulty or cost of successfully performing the lease. The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the lease, unless included in the solicitation document, the specifications, or related documents.
- o. LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, AND WITHDRAWALS OF PROPOSALS.
- p. A notice concerning ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE OR REPRESENTATIONS.
- q. An applicable FREEDOM OF INFORMATION ACT (FOIA) NOTICE.
- r. OFFER GUARANTEE, BONDS, AND OTHER SECURITY
(36 CFR 18.11c)
- s. PROPOSAL PREPARATION INSTRUCTIONS. Include explicit instructions for the preparation of proposals.

- t. A notice about EXCEPTIONS TO SOLICITATION TERMS AND CONDITIONS.
- u. AVAILABILITY OF STANDARDS, DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS.
- v. Property Visit (notification of times, contact points, etc.)
- w. A statement about UNNECESSARILY ELABORATE PROPOSALS.
- x. A notice about making INQUIRIES about the solicitation.
- y. Appropriate statements about informing offerors not selected, news releases, and announcement of the award.

Part IV - The Schedule, Section M - Evaluation Factors for Award

- 1. Factors other than price which will be given consideration in the awarding of the lease. When award is to be based on other factors, in addition to price, the solicitation shall clearly inform offerors of the significant evaluation factors and the relative order of importance the Government attaches to price and all such other factors except that weights for evaluation factors shall not be provided.
- 2. Statements of information required to enable evaluation of technical and financial capabilities.
- 3. Any provision concerning evaluation or award peculiar to this lease.

EVALUATING THE RFP

Elements of the Evaluation Process

Identifying Proposal Content the Meaning of Which is Not Clear

Each instance in which an evaluator finds a sound evaluation cannot be made because the meaning of the proposal cannot be fully understood, the evaluator should identify in writing the specific portions that are unclear. Evaluators should not contact any offerors to obtain clarification, clarifications should be sought as part of the negotiation process; for this purpose, the evaluator's written identification of needed clarifications should be forwarded to the realty officer (RO) for communication to the offerors concerned.

Each instance in which an evaluator finds a sound evaluation cannot be made because the proposal fails to provide adequate substantiating information should be identified in writing by the evaluator.

Identifying Strengths and Weaknesses of Proposals

Evaluation panels should advise the realty officer (RO) of strengths and weaknesses of the aspects of proposals. This advice is an essential element of and should be included in the report to the RO. In order to appreciate the merits of a given proposal and to be able to compare it intelligently with others, the RO needs to understand the ways in which a given proposal is considered strong, as well as the ways in which it is weak or deficient. Evaluators should identify each respect in which an offeror or what is offered is inadequate to meet the Government's minimum requirements.

Decisions Not To Conduct Negotiations

Award may be made without discussions if it can be demonstrated from the existence of adequate price competition that acceptance of an initial proposal will result in acceptable prices. This exception should only be applied, however, if the RFP contained a notice that NPS might make the award without discussions.

Notification of Offerors

After the determination of the competitive range has been made, the RO should notify all offerors of their status.

Offerors Included in the Competitive Range

Each offeror should be sent a letter that (a) invites the offeror to oral discussions (possibly by telephone, but usually in person) and (b) sets forth specific areas to be discussed, including specific weaknesses in the proposal; errors, ambiguities, or omissions to be clarified or supplied; and cost elements questioned by the realty officer.

Offerors Not Included in the Competitive Range

In any lease negotiation in which it appears that it will take longer than 30 days to make an award, the RO should promptly send offerors not included in the competitive range a letter which:

1. Provides a general, reasonably brief explanation of why the proposal was eliminated from the competitive range.
2. States that, since further negotiation of the proposal is not contemplated, the RO will not consider a revision of the proposal.
3. Notifies the offeror that, while the RO will not make further information available at the present time, the offeror does have the right to request a debriefing after lease award.

NEGOTIATING THE LEASE

Preparation to Discuss Price

Points to be covered in discussing proposals will vary from one offeror to another. In each case, however, the realty officer's detailed price analysis, supplemented as necessary by input from the regional cultural resources specialists and appraisal personnel, is the necessary foundation.

While detailed instructions on points to address and how to address them cannot be provided here, realty officers should be aware of the following general guidelines:

1. NPS should enter the negotiations with a "cost" position. It is often helpful to prepare: (a) a maximum position--the most advantageous deal which NPS believes it can obtain; (b) a minimum position--the least advantageous deal which NPS is willing to accept; (c) a target position--deal which NPS can expect to obtain given a number of reasonable and predictable tradeoffs. These objectives must be based on the appraised rental value of the property.
2. Conduct an item-by-item, line-by-line cost analysis before entering into negotiations, but bear in mind that what is ultimately desired is a total price agreement, not an element-by-element agreement.
3. Know exactly those cost elements which NPS questions or has difficulty with.
4. Take care not to lose sight of the interdependence of cost and other objectives.

Generally, the realty officer should prepare for discussions by developing Government price objectives--minimum, maximum, and target positions, translated into dollar amounts. In competitive discussions, however, the realty officer must take care not to disclose the Government's actual dollar objectives to any offeror, as such disclosure would give that offeror an unfair advantage over the others.

Preparation for Discussion of Other Objectives

A similar process can be used regarding other objectives. In every case, however, the details of pre-negotiating planning will depend upon the specifics of both the proposed use and treatment and the offeror's

proposal. Before the Government asks for revisions it should be prepared to back up the need for them with facts. As noted earlier, the evaluation panel should include in its summary report a discussion of the specific strengths and weaknesses of each proposal. The realty officer should refer to the report in preparing to inform offerors of specific aspects which NPS believes could be strengthened.

The realty officer should also study the panel's report to find out to what extent the negotiations should be used to:

1. Clarify parts of proposals that are ambiguous or otherwise unclear.
2. Obtain information requested in the RFP's proposal instructions but omitted or inadequately supplied in the offeror's proposal.

Consultation with program personnel

The RO may need to supplement study of the evaluation report by consulting with the other NPS personnel assigned to the project in order to:

1. Determine specific areas where improvement in approach is possible.
2. Consider the effects each potential change may have on price or other aspects of the proposal.

The RO's objective should be to arrive at specific questions to ask offerors and to be able to outline, as needed, a workable alternate offer that that promises to yield a net improvement. The more definite the RO's plan for bringing together the Government's and the offeror's views the more likely it is that a final negotiated lease will produce good results.

Cautions and restrictions

Certain restrictions apply to the discussion of technical proposals in competitive situations:

1. While the RO and other personnel who participate in the negotiations can advise offerors of all areas in which weaknesses are perceived, they may not suggest to the offeror the manner in which to improve either the proposed offer or the offeror's capabilities.

2. No offeror may be given information on its ranking in relation to other offerors.
3. The realty officer must be especially careful to avoid disclosing one offeror's ideas or approaches in discussions with other offerors.
4. The realty officer may not tell an offeror how much improvement is necessary (above any minimum required levels).

Preparing an Agenda

The realty officer should prepare an agenda which:

1. Lists every issue or point to be negotiated.
2. Indicates which of the points to be negotiated are "must have" points and which are "give" points.
3. Establishes the Government's maximum and minimum position on each point.
4. Incorporates guidance received from the evaluation panel, the appraiser, and the regional cultural resources specialists.
5. Indicates the plan of action to be used for negotiating the items on the list, with particular emphasis on trade-offs.

The agenda should be prepared for use during discussions. It should provide room to indicate the outcomes of discussion on each item, so that the realty officer can reconstruct the process in preparing the Memorandum of Negotiations.

Conducting Negotiations

In competitive situations separate meetings must be arranged with each offeror in the competitive range. Whether there are only a few organizations or a dozen does not materially affect the application of sound business judgment with respect to actual discussion sessions. The discussions may be conducted by telephone and/or in writing unless the complexities of the issues to be handled necessitate a face-to-face conference.

The basic rules of the competitive negotiation process are as follows:

1. The realty officer, in cooperation with the regional cultural resources specialists should conduct written or oral discussions of the objectives, the price, and other relevant topics with all those offerors within the competitive range. The realty officer should point out to each offeror the ambiguities, uncertainties, and deficiencies, if any, in its proposal. He should then give each offeror a reasonable opportunity to support, clarify, correct, improve, or revise its proposal. Discussions with one offeror should neither identify areas in which another has apparently achieved a higher evaluation or provided more detail (nor transmit information) which could give one offeror a competitive advantage over another. Appraisals made by the Government will not be disclosed.
2. Careful judgment should be exercised in determining the extent of discussions. In some cases more than one round of discussions with all the offerors within the competitive range may be required. The time available, the expense and administrative limitations, and the size and significance of the solicitation should all be considered in deciding on the type, duration, and depth of the discussions.

The rules of the competitive negotiation process are designed to provide each offeror under consideration for a lease with a fair and reasonable opportunity to understand where a proposal contains unacceptable features and to furnish to the Government solutions or corrections to those deficiencies. These rules also prevent the Government from purposely or inadvertently giving one offeror a competitive advantage over another.

All negotiations should be conducted in terms of the offeror's own proposal and its relationship to the Government's requirements and evaluation criteria and nothing else. Discussions should focus on ways to make that proposal as good as it can be as an approach to the solution of the Government's problem. The realty officer should allow the offeror a reasonable opportunity to clarify or correct any ambiguities or deficiencies. In effect, the realty officer is responsible for helping an offeror to understand the relationship between the Government's requirements and the proposal without revealing information contained in competitive proposals.

Order of Proceedings

The first item of business in a face-to-face session should be an introduction of the members of both parties. The realty officer should make clear the extent of his authority to speak for the Government, and the RO should find out to what extent the offeror's representatives have authority to negotiate or agree to an arrangement that differs from the offeror's initial proposal.

Discussion of Aspects

Normally, objective questions and problem areas are covered first. The RO must remember that bargaining on objective issues is limited by the RFP's objective factors, which represent minimum requirements. Any aspect of the offeror's proposal which appears to offer less than what the objective factors require is unacceptable.

Discussion of Price

Upon reaching agreement on objective aspects, discussion of price can begin. At this point the RO may present a counteroffer. Unless the offeror is prepared to make another counteroffer immediately, discussion of various cost elements will probably take place. Either party may change its position or make concessions. The RO should try to keep the initiative, however, by refraining from making another offer as long as the NPS offer is the last one on the table.

Agreement

Normally, the process of discussion and concession will bring the parties to a point where their objectives coincide. In competitive situations, the RO will now adjourn the meeting, stating that best and final offers will be requested within a short time.

Conclusion

In adjourning the meeting, the RO should summarize the points covered. It is important to make sure that, at the close of discussions, each offeror has a thorough understanding of the Government's requirements, of the outcomes of the discussion, and information the best and final offer should contain.

General Guidelines for Negotiators

1. Never go into negotiations unprepared.
2. Remain aware at all times of the overall objectives of the negotiating session.
3. Stay in control of the discussion; don't allow more than one person to talk at one time.
4. Don't permit argument or disagreement among the NPS negotiating team members while in session. Call a recess.
5. Don't expose anyone to ridicule or insult, and don't try to make anyone look bad.
6. Know when to talk and when to listen. Stop talking when you have made your point.
7. Avoid falling into a pattern of talking the same approach over and over.
8. When appropriate, use a sense of humor to relieve tension.
9. Make sure a proper record of all discussion topics is kept.

Amending The RFP

The RFP provides that, whenever negotiating sessions bring about a substantial change in the Government's requirements or a decision to relax, increase, or otherwise modify the objectives, the realty officer must, in most cases, issue a formal amendment to the RFP.

Closing Negotiations

Final agreements are not reached during written and oral discussions but only upon the submission of revised offers--i.e., best and final--and the acceptance of the most advantageous offer by the Government. Due to the sometimes lengthy evaluation process which accompanies the submission of best and final offers, Government acceptance and final agreement is not reached in many cases until several weeks or months following the closing of written or oral discussions. The RO must apply good judgment in deciding when to cut off discussions with each offeror and request the submission of best and final offers.

Calling for Best and Final Offers (BFOs)

When negotiations with all offerors in the competitive range have been concluded, the RO should request submission of "best and final offers"--which are revised proposals that include cost or price, objective, and other changes which offerors want to make as a result of the negotiating sessions.

Prior to making this request, the RO should have a thorough understanding of the proposals, the NPS requirements, and the outcome of the discussions with offerors in the competitive range. The RO should also make sure that each offeror is adequately informed of the requirement and of each kind of information the best and final offer should contain.

All offerors must be advised of a cutoff date (and time, if desired) after which further revisions will be considered late. Care should be taken that the time between the call for best and final offers and the cutoff date is sufficient for offerors to consider the results of discussions and to translate them into improvements in their proposals. If enough time is not allowed, NPS efforts during discussions may be wasted since offerors may not be able to translate information into concrete plans or proposals.

Evaluating Best and Final Offers

Once best and finals are in, the Government must evaluate them. Objective proposals are rescored by the evaluation committee using the original evaluation criteria. The purpose of this evaluation is to decide to whom the lease should be awarded. In all cases, award should be made to the offeror whose proposal offers the greatest advantage to the Government, price and other objectives considered.

Preparing a Memorandum of Negotiations

It is the responsibility of the RO to maintain a record of the discussions and the agreements reached. This memorandum should be concerned not only with quantitative pricing information but also with the qualitative results of the deliberations. It should express a thorough understanding of any agreements which will affect the lease requirements, terms and conditions, type of lease, or Government obligations (such as Government-furnished property).

The memorandum should be prepared in nontechnical language. One of its purposes is to facilitate review of the negotiation process by higher authorities who are not aware of the details of the lease. The memorandum must be signed by the realty officer.

Memorandum of Negotiations: Overview of Contents

1. Statement as to the dates and places of negotiations and a list of Government and offeror participants, with a brief description of each negotiation.
2. Description of any significant background occurrences.
3. Description of the property and the lease period.
4. Citation of the authority to lease.
5. Summary of planning activities, such as conferences with the regional cultural resources specialists.
6. Date of synopsis in the Commerce Business Daily, dates and places of other advertisements.
7. Discussion of the extent of competition (including the name and address of each offeror).
8. Summary of the initial objective evaluation, including the basis for determining acceptability of objective proposals.
9. Summary of the initial price proposal evaluation.
10. Discussion of the competitive range: how it was determined; which offerors were included and which were not.
11. Comments on changes made in offerors' proposals as a result of discussions and submission of best and final offers.
12. Statement of whether or not equal opportunity and other required provisions of the proposed lease have been explained to the prospective lessee.

13. Identification of lease terms and conditions, especially any special clauses and conditions--such as options, or deviations from standard clauses.
14. When negotiating a lease extension a discussion of the quality of previous performance.
15. Brief statement of the realty officer's recommendation for award.

Determination of Responsibility

Leases shall be made only to offerors which the RO has determined in writing to be responsible. A potential lessee must:

1. Have adequate financial resources.
2. Be able to comply with any performance schedule.
3. Have a satisfactory record of performance.
4. Have a satisfactory record of integrity and business ethics.
5. Be otherwise qualified and eligible to receive award under applicable laws and regulations.

Selection, Review, and Award

The realty officer shall present the memorandum of negotiations, the written determination of responsibility, and the proposed lease to the Director or Regional Director, as appropriate, for approval and selection of the lessee. The selection shall be in the form of a written determination signed by the selecting official.

Upon receipt of the approved selection memorandum, the realty officer shall coordinate required reviews including a review of the proposed lease by the appropriate solicitor. Other required reviews, if not previously provided or required by 36 CFR 18 and Special Directive 82-12, shall be obtained prior to execution of the lease.

Award and execution of the lease is accomplished by signing of the lease document first by the lessee's representative authorized to bind the lessee and, last, by the Director or Regional Director after completion of all required reviews and approvals.

Communication With Unsuccessful Offerors

Promptly after award of any lease the realty officer must give all unsuccessful offerors notice of the award. Written notice is required for negotiated leases. The RO is responsible for preparing letters to the unsuccessful offerors and for conducting any debriefings requested by the offerors. These steps, and the RO responsibility in handling a protest of an award, are discussed below.

Letters to Unsuccessful Offerors

The letter to be sent to each unsuccessful offeror should set forth the number of proposals received, the lease number, and the name and address of the winning offeror. The letter should state the amount of the lease. Cost breakdown, profit, overhead rates, and other confidential business information must not be given, however. If a rejected offeror's price was higher than the award price, the reasons for nonacceptance should be explained.

Debriefings

Following a negotiated lease award, unsuccessful offerors may request a debriefing in which the RO will explain why the offeror's proposal was not selected. The RO is responsible for conducting the session in such a way as to leave no doubt that the award was made on a fair, impartial, and objective basis.

In addition to telling the unsuccessful offeror where his proposal was a week and deficient, the RO may identify the factors which were the basis for selection of the successful lessee. To do so, the RO should not give a point-by-point comparison based on each evaluation criterion but, rather, present the actual basis on which the successful offeror was chosen--price, if it was price; objective merit, if it was objective merit.

The RO must take care never to disclose any confidential business information--the successful offeror's cost breakdown, overhead rates, profit margin, etc.--or any technical trade secrets. Nor should the discussion disclose the relative positions of the unsuccessful offerors. Over and above conducting the debriefing, the RO is responsible for making sure that the regional cultural resources specialists understand that only the RO is authorized to provide any debriefing or to discuss any offeror's grievance or protest. The regional cultural resources specialists may be asked to participate in a debriefing session,

as needed. Each debriefing session should be documented by a written record stating the date, the name of the offeror, and the key points of discussion. The record should be placed in the lease file.

Protests Against Award

If, before or after award is made, an offeror voices dissatisfaction with the way in which the lease process is being handled, the RO should attempt to resolve the matter informally by explaining the reasons for the Government's actions. If the matter cannot be resolved in this manner, the RO should consult with the Office of the Solicitor with respect to further legal actions. The RO must consider a protest (whether filed before or after award) and must provide the offeror a decision in writing.

Handling Requests for Information

Unsuccessful offerors may also request information under the Freedom of Information Act (FOIA), 5 USC 552. All such requests should be routed to the official responsible for FOIA matters. The realty officer should be familiar with the Act's basic rules on what lease information may be released and on what information is exempt from disclosure.

Many of the documents generated during the negotiation process are exempt from disclosure. They include:

1. Internal agency documents, such as the objective evaluation report (since release could have a "chilling effect" on objective and frank discussion of offerors' proposals).
2. Confidential business information contained in offerors' proposals (since competitors could learn a great deal about the offeror's business, bidding strategy, and financial position).

MONITORING THE LEASE

Background

There is a wide range in the amount of oversight or monitoring which is appropriate to any particular historic property lease. Provisions should be made in every case for periodic inspections to assure compliance with applicable standards of cultural resources management, safety and public health. In cases where use involves a substantial number of visitors, inclusion in the lease of additional standards may be desirable.

Monitoring for Compliance with Cultural Resources Management Standards

The Superintendent of the park unit in which the leased historic property is located is responsible with the advice of the regional cultural resources specialists for monitoring so that no unauthorized activity or physical change is being undertaken by the lessee that will affect the historic property, and that the property is being maintained in accordance with the lease and its attachments.

Monitoring for Safety and Public Health

Correction of safety problems can often be a major part of the lessee's construction treatment program. Therefore these requirements should be spelled out in advance. During the planning phase the Superintendent should arrange for a thorough safety evaluation of each historic property. Then, whenever the eventual use of the historic property is determined, the park or regional safety specialists should provide the park a check list of those deficiencies which must be corrected prior to its actual use for that purpose. These requirements should be incorporated in the offering.

PROGRAMMING PRIORITIES FOR LEASE PROCEEDS

Proceeds from historic property leases will be pooled in a regional office account and allotted each fiscal year when allotments are made from operating fund accounts for similar cultural resources management related work. These proceeds must be used for costs described in PWE 451.

It is suggested that the following priority criteria be used by the Regional Director in allotting lease proceeds:

1. For preservation and administration of the leased historic property.
2. For preservation of non-leased components of the leased historic property.
3. For preservation of other historic property in the park units generating the lease proceeds.
4. For preservation of historic property in other park units in the same region.

ACCOUNTING FOR LEASE PROCEEDS AND EXPENDITURES

Proceeds from leases of historic properties are to be recorded in:

PWE 451, Leasing of Historic Properties Reimbursable Income and Expenses

Fund 06, Business and Clearing (14X1039)

Activity 10, Leasing of Historic Properties

Unobligated balances may be carried forward into a new fiscal year in an amount not to exceed income received in the last two years. Surplus income at that time must be deposited in the Treasury under Miscellaneous Receipt Account 141830, "Rent of Real Property Not Otherwise Classified". If a region has not obligated its lease proceeds by January 1 of the third year the Washington Office will withdraw these funds and reallocate them to other regional offices. An example of how this system works follows.

EXAMPLE - REGION A

| <u>Year</u> | <u>Income(+)</u> * | <u>Obligations(-)</u> | <u>Other</u> | <u>Unobligated Balance</u> |
|---|--------------------|-----------------------|--------------|----------------------------|
| 1st year | \$200,000 | 1,000 | | \$199,000 |
| 2nd year | 200,000 | 10,000 | | 389,000 |
| 3rd year | 200,000 | 100,000 | | 489,000 |
| Turn in to Treasury (200,000-1,000-10,000-100,000=89,000) | | | 89,000 | 400,000 |
| 4th year | 300,000 | 5,000 | | 695,000 |
| WASO Allotment withdrawal | | | 100,000 | 595,000 |
| Turn in to Treasury (200,000+200,000-1,000-10,000-100,000-5,000-89,000-100,000=95,000) | | | 95,000 | 500,000 |

Unobligated balance brought forward into the 5th year = 500,000
which is no greater than income received in the 3rd and 4th years.

*These amounts would be identified to specific projects pursuant to existing project accounting procedures.

Lease proceeds can be used for those activities described in the following definition of PWE 451.

PWE (451) LEASING OF HISTORIC PROPERTIES REIMBURSABLE INCOME
AND EXPENSES

Reimbursable income from leases of National Register historic properties, including archeological and historic sites, and historic structures, to be used for housekeeping, routine preservation maintenance, cyclic maintenance, stabilization, and restoration, administration, and related expenses. Included are costs of personnel services for technicians, specialists, contract services, materials and equipment. Also included are costs of appraisal, management of the leases, preparation of historic structure reports, historic grounds reports, cultural resources preservation guides, historic structure preservation guides, and construction documents for historic properties. All leases and treatment work shall be in accordance with P.L. 96-515 (94 Stat. 2997) Section 207 approved December 12, 1980 36 CFR 18, and the Service's policies, standards, and guidelines. Unobligated balances may be carried forward into the new fiscal year in an amount not to exceed income received in the last two years. Any surplus proceeds from such leases shall be deposited into the Treasury of the United States at the end of the second fiscal year following the fiscal year in which such proceeds were received.

The procedures for dealing with receipts from leasing of historic properties will be no different than for other National Park Service reimbursable programs. Briefly, they are as follows:

1. Bills of collection, certificates of deposits, etc., are to be clearly marked Reimbursements for funds to be used for purposes described in PWE 451 above.
2. Funds identified as surplus (refer to example given on page 1, Chapter 14) must be deposited to the credit of the Treasury under Miscellaneous Receipts Account 141830, "Rent of Real Property Not Otherwise Classified," no later than September 30 of the appropriate fiscal year. All documents should be marked Surplus Proceeds - Historic Property Leases.

As stated previously, funds deposited in the Treasury must be the surplus income remaining at the end of the second fiscal year following the year in which the income was received.

The Service's Programming and Financial Management System (PFM) is capable of providing all levels of management with sufficient financial data required for the proper expenditure of the historic property leasing proceeds. To facilitate the accounting required for expenditures, program officials should prepare a Form 10-451, Project Management Plan (PMP) for each historic property upon which proceeds are to be expended. The Form 10-451 is a project/program control tool of the PFM which is designed to identify the individual fiscal year activity associated with a particular component of an overall program. In the case of historic property leasing, each historic property will have its own unique, four digit identification number. These PMP numbers will in most cases be assigned and controlled by regional finance offices. The Form 10-451 should include, at a minimum, the following information:

Card A

- 1) Responsible Organization and PWE will be identical to the Annual Operating Program (AOP).
- 2) Unique property numbers for each component of historic property.
- 3) The name of the historic property component will be coded in columns 37-60, Name of Project.

Card B

- 1) The historic property name as it appears on the National Register will be coded in columns 44-67, Package Name.

Card C

- 1) The LCS Computer ID Number, where applicable, will be coded in columns 13-17. This block is marked Supervisor.
- 2) The duration of the lease, if applicable, will be coded in columns 27-32, Estimated Project Completion Date.

Card D

- 1) The estimated expenditures will be coded in appropriate field for the current budget year.

The fiscal data displayed on a collection of two or more Forms 10-451 will be summarized in the accounting system via the use of a Form 10-450, Annual Operating Program. For parks containing only one historic property there should be prepared and entered into the accounting system a Form 10-451 project management plan as well as the summary account Form 10-450. This will allow managers to access the accounting system in considerably less time for updated fiscal activity on each historic property, as well as fiscal activity for the entire program Service-wide. General guidance for the preparation of the Forms 10-450 and 10-451 can be obtained from the "Programming and Financial Management System Users Guidebook" (May 1974).

HISTORIC PRESERVATION TAX INCENTIVES

Background

The Economic Recovery Tax Act of 1981 (P.L. 97-34) provides historic preservation tax incentives for rehabilitation projects which the Secretary of the Interior designates as CERTIFIED REHABILITATIONS of CERTIFIED HISTORIC STRUCTURES. A lessee may be able to obtain these preservation tax incentives since the only structures which NPS can lease are those listed in the National Register either individually or as part of a historic district. In order for a lessee to be eligible to apply for these tax incentives, the lease must be for a term of 15 years without regard to renewal periods and the use of the historic property by the lessee must be depreciable, that is, used in a trade or business or for the production of income (commercial, rental residential, or industrial).

It will be the responsibility of the lessee (taxpayer) to apply for the preservation tax incentives by completing the two-part Historic Preservation Certification Application and securing certification from the Secretary of the Interior of the historic character of the structure and the quality of the rehabilitation work performed on the structure. However, it is the responsibility of the NPS regional office to provide the historic preservation tax incentives information to all potential lessees at the time the historic property is offered for lease. Those regional offices which do not currently have tax certification responsibilities can obtain information for use at the time the property is offered for lease from the regions with tax certification responsibilities or from the Preservation Assistance Division, Washington.

Coordination and Approvals

In projects where preservation tax incentives may be available to lessees, careful coordination between the appropriate divisions in the regional offices is strongly recommended to ensure that any potential lessee receives sound guidance about both the leasing and preservation tax incentives programs. This is particularly important because the responsibility for approvals in both programs is delegated to the NPS Regional Directors. Because not all NPS regional offices issue certifications, special attention should be given to those projects in which two Regional Directors are involved because of differing regional boundaries for the leasing and tax incentives programs, such as the National Capitol and North Atlantic Regions. Additionally, since the appropriate State Historic Preservation Officer (SHPO) initially reviews historic

preservation certification applications and makes recommendations to NPS, coordination with that office is desirable notwithstanding the Programmatic Memorandum of Agreement with the Advisory Council on Historic Preservation on the NPS Historic Property Leasing Program. The tax aspects of the rehabilitation tax incentives program are the responsibility of the Internal Revenue Service. Because they can be complex, individuals should be advised to consult an accountant, legal counsel or the appropriate local Internal Revenue Service (IRS) Office for assistance in determining the tax consequences of these provisions. Until final regulations are issued by IRS, specific guidance should be requested by the lessee (taxpayer) from the IRS on determination of the adjusted basis of leased property or other tax matters.

Historic Preservation Tax Incentives Information

A summary of the historic preservation tax incentives information is provided in this Guideline. The NPS regional offices and the State Historic Preservation Officers have copies of: an information brochure on preservation tax incentives, the Secretary of the Interior's Standards for Rehabilitation and Guidelines, the Standards for Evaluating Structures within Registered Historic Districts, the Historic Preservation Certification Application, and appropriate regulations. Information on the availability of preservation tax incentives should be given to all potential lessees when the historic property is offered for lease, if under a lease the permitted uses of the property may be depreciable as defined by the Internal Revenue Code.

Historic Structures and Rehabilitations Affected by the Tax Provisions

Preservation tax incentives are available for any project which the Secretary designates as a CERTIFIED REHABILITATION of a CERTIFIED HISTORIC STRUCTURE. A CERTIFIED HISTORIC STRUCTURE is any structure which is listed individually in the National Register of Historic Places or located in a National Register historic district and certified by the Secretary of the Interior as being of historic significance to the district. A CERTIFIED REHABILITATION is any rehabilitation of a CERTIFIED HISTORIC STRUCTURE that the Secretary of the Interior has determined is consistent with the historic character of the property or the district in which it is located. To qualify for the tax incentives, the lessee (taxpayer) must complete the two-part Historic Preservation Certification Application in accordance with appropriate regulations (36 CFR 67).

Rehabilitation Tax Incentives

The Economic Recovery Tax Act provides a 25% investment tax credit on qualified rehabilitation expenditures incurred in connection with a CERTIFIED REHABILITATION, beginning after January 1, 1982. The costs of rehabilitation must exceed the greater of \$5,000 or the adjusted basis of the property. The monetary test to qualify for the tax credit must be met within a 24-month period or, for phased projects where architectural plans and specifications are completed before the rehabilitation begins, over a 60-month period. In addition, 75% of the existing exterior walls must remain in place as external walls in the rehabilitation process. The 25% investment tax credit can be combined with a 15-year cost recovery period for the adjusted basis of the property.

Lesser tax credits (20% for structures 40 years or older and 15% for structures 30-39 years old) are also available for rehabilitation projects. However, the lesser credits are only available for industrial and commercial projects and the lessee must obtain a certification that the structure does not contribute to the significance of the historic district. (See Certification of Structures below.)

Certification of Structures

All individually listed National Register structures are considered CERTIFIED HISTORIC STRUCTURES and the lessee (taxpayer) will not have to complete Part I, "Evaluation of Significance," of the Historic Preservation Certification Application. In order for a lessee (taxpayer) to obtain a CERTIFIED HISTORIC STRUCTURE designation for a structure within a National Register district, the lessee (taxpayer) must complete Part 1. The lessee (taxpayer) must also use Part 1 to request certification that a structure is not significant to a historic district, which is crucial in cases of the 20% and 15% tax credits and of proposed demolition as explained below. Since NPS is the source of the information which would be used in completing Part 1, the regional office should assist the lessee/taxpayer in preparing the form correctly.

Certification of Rehabilitation Work

A lessee (taxpayer) seeking to obtain a CERTIFIED REHABILITATION designation must complete Part 2, "Description of Rehabilitation," of the Historic Preservation Certification Application. All rehabilitation projects that are certified for purposes of these tax incentives are reviewed and evaluated in accordance with the Secretary of the Interior's "Standards for Rehabilitation".

Demolition

The procedures which apply to demolition under the historic preservation tax incentives program are quite different from those required by Section 106 compliance. Therefore, as soon as demolition becomes a possibility in a lease project, the appropriate NPS regional office divisions should begin immediate coordination to ensure that the tax implications of demolition are fully considered.

Under the historic preservation tax incentives program, the law provides that an owner or lessee of a CERTIFIED HISTORIC STRUCTURE cannot deduct expenditures or losses resulting from demolition of the structure. However, if a structure is within a National Register historic district and the Secretary of the Interior certifies prior to demolition of the structure that it is not of historic significance to the district, it can be demolished without penalty. Part 1 of the Historic Preservation Certification Application is used to obtain this certification. This procedure will be crucial in lease projects with more than one structure if the lessee proposes demolition of certain structures as part of an overall lease project and still desires to obtain tax benefits.

Review of Projects Involving More Than One Structure

If a lease project involves more than one structure within a historic district, for purposes of the tax incentives program, the rehabilitation of each structure must be reviewed by the NPS regional office separately. Therefore, even if only one application form (Part 2) is submitted, a separate certification will be given for each rehabilitation. The exception to this requirement is for single National Register listings of a historic property containing structures that are functionally and historically related, such as a mill complex or an industrial plant. In such cases, one certification may be issued for the overall project.

Submission of Certification Applications

Lessees should be advised that as part of their responsibility for obtaining any tax incentives, the completed Historic Preservation Certification Application (Part 1, as appropriate, and Part 2) should be submitted to the appropriate State Historic Preservation Office. The SHPO will forward the application with a recommendation to the NPS regional office for final evaluation. NPS will certify the historic significance of the structure (if applicable) and the rehabilitation in a letter sent directly to the lessee. However, even though lessees

are responsible for completing the process leading to tax incentives, the NPS regional offices should provide appropriate assistance and should ensure that notwithstanding the existence of two distinct programs affecting NPS historic property, the lessee/taxpayer receives uniform advice and approval.

CONCESSIONS CONTRACT/PERMIT VS. HISTORIC PROPERTY LEASE

Background

From time to time the question will arise whether a proposed use of an historic property is more appropriately administered under the Concessions Management Program or under the Historic Property Leasing Program. Special Directive 82-12 "Policy on Historic Property Leases and Exchanges" states:

"Historic Properties will not be leased if:

* * *

"4. It is determined that the property and/or proposed use of the property is 'necessary and appropriate for public use and enjoyment of the national park area' under the Concessions Policy Act of 1965 (16 U.S.C. 20)..."

The foregoing provision is based on a memorandum from the Associate Solicitor, Conservation and Wildlife, dated July 6, 1981. In that memorandum, the Associate Solicitor dealt with the question of which type of authorization, concession or historic property, is applicable to retail commercial activities, such as restaurants, gift shops or hotels which might be housed in historic properties. The memorandum states:

"The legislative histories of both the historic building leasing authority and the concession contracting authority described above do not shed any light on this issue, nor have there been any relevant court opinions or Comptroller General decisions. We are of the view, however, that historic building leases under Section 111 of the National Historic Preservation Act, as amended, are not subject to the requirements of 16 U.S.C. 3 and 16 U.S.C. 20 et seq. even though the lessee intends to use the leased property to provide accommodations, facilities and services to park visitors. We base this opinion on the fact that both 16 U.S.C. 3 and U.S.C. 20 et seq. are premised on the proposition that concession contracts authorize private parties to provide visitor facilities at park areas at the initiative of the Secretary having determined that such facilities are 'necessary and appropriate for public use and enjoyment' of a park area. 16 U.S.C. 20. Visitor facilities, accommodations and services provided by lessees of historic buildings under the authority of Section 111, however, would be provided at the initiative of the lessee, not because the Secretary has determined them to be necessary and appropriate with respect to his management of a park area, but because the lessee believes that the facilities can be profitably operated."

Alternatives

In light of the foregoing interpretation, management has several options in the formulation of an historic property leasing proposal:

1. Specify Concession Use. If it is determined that the only desired use of a property is for the provision of visitor services, the proposed offering is for a concessions contract or permit and must be planned, offered, processed and administered under concessions procedures (36 CFR 51 and the NPS "Concessions Manual"). A visitor service may be defined as a business enterprise selling goods, services or a combination thereof, whose principal source of clientele is expected to be persons who come to the park for the cultural resource, natural resource, or recreational experience offered by the park. Examples of non-visitor services include use for office space, residential use, storage, or warehousing.
2. Open Ended Use. If a variety of use proposals will be entertained under an historic property lease, as allowed in 36 CFR 18.8, the initiative for establishment of a visitor service is therefore from the lessee, not the Secretary, and the lease can be negotiated under the historic property leasing program. There is, however, a risk of legal challenge if the proposal accepted is for provision of visitor services and there exists at the same park an established concession with a Preferential Right to Additional Service. This issue is further discussed in the paragraph on preferential rights, below.
3. Exclude Concession Use. An historic property leasing proposal may specify uses which will not be accepted. Such exclusions may extend to certain types of visitor services, either because they are not desired at that park area or because they are already provided in sufficient quantity.

Concessioner with Preferential Right to New or Additional Services.

Many concession contracts contain the following provision,

"The Concessioner is granted a right of first refusal to provide such additional concession accommodations, facilities and services of the same character as authorized hereunder as the Secretary may designate as necessary or desirable. . ."

The previously cited Associate Solicitor's memorandum holds that historic property leases are not subject to the Concessioner's preferential right just quoted and may therefore be granted even if preferential rights exist.

But, he goes on to say, "This position, however, is subject to legal challenge and there is a degree of litigation risk involved." In most instances the best interests of the NPS are served by avoiding a legal challenge which conceivably could tie up a proposed historic property lease for an extended period.

Guidelines

In the absence of compelling reasons to the contrary, historic property lease proposals should be structured to avoid conflict with the rights of existing concessioners. This may be done by specifying those uses of the property which will be accepted, or by specifying those uses which will be excluded from consideration. In either case the effect could be to limit the offering to non-visitor service uses. In some cases, the best protection for an historic property might be obtained by direct negotiation with the existing concessioner to amend his concession contract in order to add the historic property.

OTHER PROGRAMS

Leases Under Other Legal Authorities

The proceeds from real estate leases authorized under a unique park authority, or under P.L. 90-401 and 36 CFR 17 shall not be pooled with the proceeds from leases under the authority of P.L. 96-515 and 36 CFR 18 unless the leases under other authorities have been planned, offered, processed, and administered in consistency with P.L. 96-515, 36 CFR 18, Special Directive 82-12 and this Guideline. In the case where leases under other authorities have been planned, offered, processed, and administered in consistency, the Regional Director shall prepare a Record of Decision for the file before these proceeds are pooled.

Cooperative Agreements

Cooperative Agreements are not appropriate instruments for leasing historic properties under the authority of P.L. 96-515 and 36 CFR 18. However, Cooperative Agreements may be used to govern the use of historic properties in park units when NPS is providing financial assistance to an outside non-federal organization which is conducting activities in or otherwise using such properties with substantial involvement by NPS in the conduct of such activities. Specific legislative authority for using cooperative agreements is needed.

Special Use Permits

Special Use Permits are issued under an implied authority associated with land management responsibilities which permits the government to make available for non-government uses on a temporary basis property for a short period. Special Use Permits cannot provide any long term interest in the land and are not to be used as a substitute for formal leases. Any proceeds generated under Special Use Permits cannot be retained under the authority of P.L. 96-515 and 36 CFR 18.

Employee Quarters

Government Furnished Quarters (GFQ) are provided in park units where on-site occupancy may be required for the protection of the park as authorized in P.L. 88-459. All employee rental quarters income will be retained under the authority of P.L. 88-459 and dedicated exclusively for the maintenance and operation of employee quarters.

Reservations of Use and Occupancy

The United States sometimes acquires fee title in real estate subject to a reserved interest by the owners for a period of years or life. The reserved interest of the sellers is valid interest in real estate for which a deduction is made from the purchase price of the property. This interest is not a lease nor is the deduction pre-paid rent. Therefore, this deduction cannot be retained under the authority of P.L. 96-515 and 36 CFR 18.

REPORTS AND DRAWINGS

Construction drawings shall be prepared on NPS 24" x 36" sheets. A copy of all Historic Structure Preservation Guides, Historic Structure Reports, and construction drawings and specifications shall be sent to the Division of Graphic Systems, Denver Service Center for micro-filming.

APPENDIX A: NATIONAL PARK SYSTEM HISTORIC PROPERTIES
LISTED IN OR DETERMINED ELIGIBLE FOR THE NATIONAL
REGISTER OF HISTORIC PLACES

The following list of historic properties listed in or determined eligible for the National Register of Historic Places in units of the National Park System is current as of the date of release of this Guideline. This list is maintained by the Associate Director for Cultural Resources Management, Washington and is continuously updated. A current copy can be obtained from that office.

| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|---|---------------------|
| <u>NATIONAL CAPITAL REGION PROPERTIES:</u> | |
| American Revolutionary Statuary | 07/14/78 |
| Antietam NB (Documented: 02/10/82) | 10/15/66 |
| Arlington Memorial Bridge (and related architectural features) | 04/04/80 |
| Battleground National Cemetery (Documented: 04/04/80) | 10/15/66 |
| Chesapeake & Ohio Canal NHP (Documented: 08/09/79) | 10/15/66 |
| . Seneca Quarry (Potomac Red Sandstone Company) | 04/24/73 |
| . Shawnee Old Fields Village Site (King Opessa's Town) | 05/12/75 |
| . Antietam Iron Furnace Site and Antietam Village | 06/26/75 |
| Monocacy Site | 07/30/75 ! |
| Western Maryland Railway (Abandoned Portion) | 07/23/81 |
| Civil War Monuments in Washington, D.C. | 09/20/78 |
| Clara Barton NHS (Documented: 01/03/80) | 10/15/66 |
| Dumbarton Oaks Park and Montrose Park (Part of Georgetown H.D.) | 05/28/67 ! |
| East and West Potomac Parks | 11/30/73 ! |

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| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|--|---------------------|
| Ford's Theatre NHS (Documented: 01/21/82) | 10/15/66 |
| <u>Fort Washington Park</u> | 10/15/66 |
| Battersea/Harmony Hall | 06/06/80 |
| Frederick Douglass Home (Documented: 1969) | 10/15/66 ! |
| George Washington Memorial Park | |
| Arlington House, The Robert E. Lee Memorial | 10/15/66 |
| (Documented: 04/16/80) | |
| Civil War Fort Sites (Fort Circle) | 09/13/78 |
| | 07/15/74 (revised) |
| Fort Hunt | 03/26/80 |
| Jones Point Lighthouse & District of Columbia | |
| South Cornerstone | 05/19/80 |
| Mount Vernon Memorial Highway | 05/18/81 |
| Glen Echo Park - | |
| Carrousel at Glen Echo Amusement Park | 07/04/80 |
| Chautauqua Tower | 07/04/80 |
| Great Falls Park Virginia | |
| Patowmack Canal Historic District | 10/18/79 |
| Harper's Ferry NHP (Documented: 05/07/81) | 10/15/66 |
| Kenilworth Aquatic Gardens Site | 08/25/78 |
| Lafayette Square Historic District | 08/29/70 ! |
| Lightship <u>Chesapeake</u> | 08/01/80 |
| Lincoln Memorial (Documented: 03/24/81) | 10/15/66 |
| Lockkeepers House C & O Canal Extension | 11/30/73 ! |
| <u>Lyndon Baines Johnson Memorial Grove on the Potomac</u> | 12/28/73 |
| Manassas NBP (Documented: 05/20/81) | 10/15/66 |

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| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|---|---------------------|
| <u>Mary McLeod Bethune (Council House) NHS</u> | 10/15/82 |
| Monocacy NB (Documented: 10/08/73) | ? |
| The National Mall (Documented: 05/19/81) | 10/15/66 |
| Old Stone House | 11/30/73 |
| <u>Pennsylvania Avenue NHS</u> | 10/15/66 |
| Piscataway Park (Documented: 08/03/79) | 10/15/66 |
| Accokeek Creek Site (Documented: 09/25/75) | 10/15/66 |
| Marshall Hall | 05/12/76 |
| President's Park South | 05/06/80 |
| Rock Creek Park - | |
| Pierce Mill | 03/24/69 ! |
| Pierce-Klingbe Mansion (Linnaean Hill) | 10/10/73 ! |
| Pierce Springhouse and Pierce Barn | 10/25/73 ! |
| Godey Lime Kilns | 11/02/73 ! |
| Conduit Road Schoolhouse | 11/30/73 ! |
| Meridian Hill Park | 10/25/74 ! |
| Boulder Bridge and Ross Drive Bridge | 03/20/80 |
| Potomac Palisades Parcel Site | 04/15/82 |
| Sewall-Belmont House NHS | 12/05/72 |
| <u>Theodore Roosevelt Island NMem.</u> | 10/15/66 |
| Thomas Jefferson Memorial (Documented: 05/19/81) | 10/15/66 |
| Union Station (Including Union Station Plaza and Columbus Fountain) (Documented: 04/09/80) | 03/24/69 |
| U.S. Capitol Gatehouses and Gateposts | 11/30/73 |
| Washington Monument (Documented: 05/19/81) | 10/15/66 |

NAME OF PROPERTY

DATE ENTERED

NCR Properties Determined Eligible:

Elements of the L'Enfant Plan 06/28/79
08/22/79

Glen Echo Park (Six Structures) 03/12/82

NCR Properties Determined Not Eligible:

Antietam NB -
Ward-Lohman House 03/30/82

Rock Creek Park -
Juaquin Miller House 06/18/73

NORTH ATLANTIC REGION PROPERTIES:

Acadia NP -
Fernald Point Prehistoric Site 07/21/78 !
Carriage Paths, Bridges, and Gatehouses 11/14/79
Islesford Museum and Blue Duck Ships Store 09/30/80

Adams NHS/Old House (Documented: 04/04/80) 10/15/66
John Adams Birthplace 10/15/66 !
John Quincy Adams Birthplace 10/15/66 !

Boston NHP 10/26/74
. Paul Revere House 10/15/66 !
. Faneuil Hall 10/15/66 !
. Old North Church (Christ Church Episcopal) 10/15/66 !
. Old South Meetinghouse 10/15/66 !
Bunker Hill Monument 10/15/66 !
. Old Statehouse 10/15/66 !
: Charlestown Navy Yard (Boston Navy Yard) 11/13/66

Boston African American NHS ?
. African Meetinghouse 10/07/71 !

HISTORIC PROPERTY LEASING
NPS-38

GUIDELINE
Appendix A
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| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|---|---------------------|
| Cape Cod NS - | |
| Marconi Wireless Station Site | 05/02/75 ! |
| Highland House | 06/05/75 ! |
| Old Harbor U.S. Life Saving Station (USCG Station) | 08/18/75 ! |
| French Cable Hut | 04/22/76 ! |
| Edward Penniman House and Barn | 05/28/76 ! |
| Thomas Atwood House | 07/30/76 ! |
| Samuel Smith Tavern Site | 11/11/77 ! |
| <u>Castle Clinton NM</u> | 10/15/66 |
| Dorchester Heights NHS (Documented: 02/23/81) | 10/15/66 |
| Edison NHS (Documented: 03/10/80) | 10/15/66 |
| Eleanor Roosevelt NHS - | |
| Val-Kill Historic District | 03/20/80 |
| Federal Hall NMem (Documented: 10/20/76) | 10/15/66 ! |
| Fire Island NS - | |
| William Floyd Estate (Documented: 10/15/80) | 04/21/71 |
| Fire Island Light Station | 09/11/81 |
| Fort Stanwix NM (Documented: 12/28/81) | 10/15/66 |
| Frederick Law Olmstead NHS * | 10/15/66 ! |
| Gateway NRA - | |
| Floyd Bennett Field Historic District | 04/11/80 |
| Miller Army Air Field Historic District | 04/11/80 |
| Fort Hancock and the Sandy Hook Proving Ground Historic District/Fort Hancock | 04/24/80 |
| Jacob Riis Park Historic District/Jacob Riis Park | 06/17/81 |
| Fort Hancock Life Saving Station/The Spmacetic Cove No. 2 Life-Saving Service Station | 11/30/81 |
| General Grant NMem (Documented: 10/18/76) | 10/15/66 ! |

| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|--|---------------------|
| Hamilton Grange NMem (Documented: 03/25/77) | 10/15/66 ! |
| Home of Franklin Delano Roosevelt NHS (Documented: 02/08/80) | 10/15/66 |
| John Fitzgerald Kennedy NHS (Documented: 11/14/76) | 05/26/67 ! |
| Longfellow NHS (Documented: 04/04/80) | 10/15/66 |
| <u>Lowell NHP</u> | ? |
| : <u>City Hall Historic District</u> | 04/21/75 |
| : <u>Lowell Locks and Canals Historic District</u> | 08/13/76 |
| Martin Van Buren NHS - "Lindenwald" (Documented: 02/08/80) | 10/15/66 |
| <u>Minute Man NHP -</u> | 10/15/66 |
| <u>The Wayside</u> | 07/11/80 |
| Morristown NHP (Documented: 02/27/80) | 10/15/66 |
| Roger Williams NMemorial (Part of College Hill H.D., 11/10/70) | 10/15/66 ! |
| Sagamore Hill NHS (Documented: 01/31/80) | 10/15/66 |
| <u>Saint Croix Island NM</u> | 10/15/66 |
| Saint-Gaudens NHS (Documented:) | 10/15/66 |
| <u>Saint Paul's Church NHS</u> | 10/15/66 |
| Salem Maritime NHS (Documented: 09/02/76) | 10/15/66 ! |
| <u>Saratoga NHP</u> | 10/15/66 |
| Saugus Iron Works NHS (Documented: 10/20/76) | 10/15/66 |
| Springfield Armory NHS (Documented: 12/12/75) * | 10/15/66 ! |
| Statue of Liberty NM (Documented: 05/19/81) | 10/15/66 |
| Ellis Island (Documented: 10/22/76) | 10/15/66 ! |

| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|--|------------------------|
| Theodore Roosevelt Birthplace NHS (Documented: 12/06/76) | 10/15/66 ! |
| . <u>Theodore Roosevelt Inaugural NHS</u> | 11/02/66 |
| . <u>Touro Synagogue NHS</u> | 10/15/66 |
| Vanderbilt Mansion NHS (Documented: 10/06/80) | 10/15/66 |
| : <u>Women's Rights NHP</u> (Women's Rights Historic Site Thematic Resources) | 12/28/80 08/29/80 |
| Elizabeth Cady Stanton House | 10/15/66 |
| <u>North Atlantic Properties Determined Eligible:</u> | |
| Cape Cod NS - Archeological Properties in Eastham Unit | 08/06/81 |
| <u>MID-ATLANTIC REGION PROPERTIES:</u> | |
| <u>Allegheny Portage Railroad NHS</u> | 10/15/66 |
| <u>Appomattox Courthouse NHP</u> | 10/15/66 |
| Benjamin Franklin N. Mem. (Franklin Institute) | 08/01/79 |
| <u>Booker T. Washington NM</u> | 10/15/66 |
| <u>Colonial NHP</u> - | 10/15/66 |
| : <u>Jamestown NHS</u> Green Spring | 10/15/66 12/29/78 ! |
| Delaware Water Gap NRA - Zion Lutheran Church | 11/09/72 |
| . Turn Store and Tinsmith's Shop | 09/18/78 |
| Captain Jacob Shoemaker House | 07/17/79 |
| Cornelius Gunn House | 07/23/79 |
| Richard Layton House | 07/23/79 |
| Foster-Armstrong House | 07/23/79 |
| Callahan House | 07/23/79 |
| John Turn Farm (Limekiln, Smokehouse, Weavehouse) | 07/23/79 |
| Nyce Farm (Van Gordon House) | 07/23/79 |
| Brodhead Farm ("Wheat Plains") | 07/23/79 |

| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|--|---------------------|
| Dingman's Ferry Dutch Reformed Church | 07/23/79 |
| Andrew Snable House | 07/23/79 |
| Shoemaker-Houck Farm | 07/23/79 |
| Schoonover Farm Mountain House | 08/21/79 |
| Cold Spring Farm Springhouse | 08/24/79 |
| Peters House | 08/24/79 |
| Marie Zimmerman Farm | 11/01/79 |
| Peters Valley Historic District | 02/29/80 |
| John Michael Farm | 07/08/80 |
| Walpack Center Historic District | 07/17/80 |
| : Old Mine Road Historic District | 12/03/80 |
| Edgar Allan Poe NHS * | 10/15/66 ! |
| <u>Eisenhower NHS</u> | 11/27/67 |
| <u>Fort McHenry NM and Historic Shrine</u> | 10/15/66 |
| <u>Fort Necessity National Battlefield</u> | 10/15/66 |
| Fredericksburg & Spotsylvania County Battlefields Memorial NMP (Documented: 05/23/78) | 10/15/66 |
| : Green Springs Historic District | 03/07/73 |
| <u>Friendship Hill NHS</u> | 10/15/66 |
| <u>George Washington Birthplace NM</u> | 10/15/66 |
| <u>Gettysburg NMP</u> | 10/15/66 |
| . <u>Gloria Dei (Old Swedes') Church NHS</u> | 10/15/66 |
| <u>Hampton NHS</u> | 10/15/66 |
| <u>Hopewell Village NHS</u> | 10/15/66 |
| : <u>Independence NHP</u> | 10/15/66 |
| . American Philosophical Society Hall | 10/15/66 |
| . Carpenters' Hall | 04/15/70 |
| . Christ Church | 04/15/70 |
| . Christ Church Burial Ground | 06/24/71 |
| Free Quaker Meetinghouse | 09/22/71 |

| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|--|--|
| Deshler-Morris House : Old City Historic District | 01/13/72 ! 05/05/72 |
| <u>Johnstown Flood NMemorial</u> | 10/15/66 |
| <u>Maggie L. Walker NHS</u> (Jackson Ward Historic District) | 05/15/75 |
| <u>Petersburg NB</u> : Five Forks Battlefield (Documented: 07/02/75) Appomattox Manor : City Point Historic District | 10/15/66 10/15/66 ! 10/01/69 10/15/79 |
| <u>Richmond NBP</u> | 10/15/66 |
| Thaddeus Kosciuszko NMemorial | 12/18/70 ! |
| Thomas Stone NHS (Habre-de-Venture) | 11/11/71 ! |
| Upper Delaware NSR - <u>Delaware Aqueduct</u> (Part of Delaware & Hudson Canal Listing) | 11/24/68 |
| Valley Forge NHP * (Documented: 10/10/75) General Frederick Von Steuben Headquarters Washington's Headquarters Major General Lord Stirling Quarters Lafayette's Quarters | 10/15/66 ! 11/28/72 ! 02/11/73 ! 02/15/74 06/20/74 |
| <u>Mid-Atlantic Region Properties Determined Eligible:</u> | |
| Appalachian Trail New Jersey Sections | 10/02/78 |
| Assateague Island NS - Assateague Beach Coast Guard Station | 01/15/80 |
| Delaware Water Gap NRA - . Emery House | 08/31/77 |

NAME OF PROPERTY

DATE ENTERED

SOUTHEAST REGION PROPERTIES:

| | |
|---|------------|
| Abraham Lincoln Birthplace NHS (Documented: 12/13/77) | 10/15/66 ! |
| Andersonville NHS (Documented: 11/27/78) | 10/16/70 ! |
| Andrew Johnson NHS (Documented: 03/03/77) | 10/15/66 ! |
| Big Cypress National Preserve - | |
| Turner River Site | 12/14/78 |
| Platt Island | 12/14/78 |
| C. J. Ostl Site | 12/15/78 |
| Sugar Pot Site | 12/15/78 |
| Hinson Mounds (8Cr180) | 12/29/78 |
| Halfway Creek (8Cr176) | 08/15/80 |
| Brices Cross Roads NBS (Documented: 09/21/78) | 10/15/66 ! |
| Canaveral NS - | |
| Old Haulover Canal | 12/19/78 |
| Ross Hammock Site (Vol30,Vol31,Vo213) | 02/05/81 |
| Cape Hatteras NS - | |
| Chicamacomico Lifesaving Station | 12/12/76 |
| Ocracoke Light Station | 11/25/77 ! |
| Hatteras Weather Bureau Station | 02/17/78 ! |
| Cape Hatteras Light Station | 03/29/78 ! |
| Bodie Island Lifesaving/Coast Guard Station | 02/19/79 ! |
| Cape Lookout NS - | |
| Cape Lookout Light Station | 10/18/72 |
| Portsmouth Village | 11/29/78 ! |
| Carl Sandburg Home NHS (Connemara) (Documented: 01/20/78) | 10/17/68 ! |
| Castillo de San Marcos NM (Documented: 03/04/77) | 10/15/66 ! |
| <u>Chickamauga and Chattanooga NMP</u> | 10/15/66 |
| Christiansted NHS (Documented: 10/20/76) | 10/15/66 ! |
| Cowpens NB (Documented: 12/22/78) | 10/15/66 ! |

| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|--|---------------------|
| Cumberland Gap NHP - | 10/15/66 |
| Hensley Settlement | 01/08/80 |
| Cumberland Gap Historic District | 05/28/80 |
| Cumberland Island NS - | |
| High Point - Half Moon Bluff Historic District | 12/22/78 ! |
| DeSoto NMemorial (Documented: 02/04/77) | 10/15/66 ! |
| Fort Caroline NMemorial (Documented: 12/12/77) | 10/15/66 ! |
| Fort Donelson NMP (Documented: 03/04/77) | 10/15/66 ! |
| Fort Frederica NM (Documented: 12/22/78) | 10/15/66 ! |
| Fort Jefferson NM (Documented: 08/26/76) | 11/10/70 ! |
| Fort Matanzas NM (Documented: 03/04/77) | 10/15/66 |
| Fort Pulaski NM (Documented: 04/26/76) | 10/15/66 ! |
| Fort Raleigh NHS (Documented: 11/16/78) | 10/15/66 ! |
| Fort Sumter NM (Documented: 08/01/78) | 10/15/66 ! |
| Great Smoky Mountains NP - | |
| Alex Cole Cabin | 01/01/76 ! |
| Oconaluftee (Smokemont) Baptist Church | 01/01/76 ! |
| John Ownby Cabin | 01/01/76 ! |
| Messer Barn | 01/01/76 ! |
| Little Greenbrier School/Church | 01/11/76 ! |
| Hall Cabin | 01/30/76 ! |
| King-Walker Place | 03/16/76 ! |
| Tyson McCarter Place | 03/16/76 ! |
| Roaring Fork Historic District | 03/16/76 ! |
| Cades Cove Historic District | 07/13/77 ! |
| Bud Ogle Farm | 11/23/77 ! |
| Oconaluftee Archeological District | 02/19/82 |
| Guilford Courthouse NMP (Documented: 05/22/78) | 10/15/66 ! |

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NAME OF PROPERTY

DATE ENTERED

Gulf Islands NS -

Fort San Carlos de Barrancas /Fort Barrancas Historic
District (Documented: 06/08/82)
Fort Massachusetts
Fort Pickens
Perdido Key Historic District

10/15/66
06/21/71
05/31/72
03/10/80

Horseshoe Bend NMP (Documented: 10/08/76)

10/15/66 !

Kennesaw Mountain NBP (Documented: 1976)

10/15/66 !

Kings Mountain NMP (Documented: 06/23/76)

10/15/66 !

Mammoth Cave NP -

Hercules and Coach #2
Salts Cave Archeological Site

10/10/75 !
05/15/79

Martin Luther King, Jr. NHS

05/02/74

Moore's Creek NB (Documented: 11/25/77)

10/15/66 !

Natchez Trace Parkway -

John Gordon House
Buzzard Roost
Old Natchez Trace (310-2A)
Old Natchez Trace/Chicksaw Trace (170-30)
Old Natchez Trace (212-3K, 213-3K)
Robinson Road (190 - 191-3M)
Old Natchez Trace (230-3H)
Old Natchez Trace (132-3T)
Old Natchez Trace (310-2A)
Elizabeth Female Academy (101-3X)
Pharr Mounds

04/18/74
11/07/76 !
11/07/76 !
11/07/76 !
11/07/76 !
11/07/76 !
11/07/76 !
11/07/76 !
11/07/76 !
05/06/77 !
02/23/78 !

Ninety-Six NHS * (Old Ninety-Six Star Fort)

12/03/69 !

Ocmulgee NM (Documented: 12/08/78)

10/15/66

Russell Cave NM

10/15/66

San Juan NHS

10/15/66

| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|--|--|
| Shiloh NMP and Shiloh National Cemetery (Documented: 10/22/76) Indian Mounds | 10/15/66 ! 04/27/79 ! |
| Stones River NB and National Cemetery (Documented: 01/26/78) Tyson McCarter Place | 10/15/66 ! 03/16/76 ! |
| Tupelo NB (Documented:) | 10/15/66 ! |
| <u>Tuskegee Institute NHS-</u> Grey Columns | 10/26/74 01/11/80 |
| Vicksburg NMP (Documented: 12/09/77) <u>U.S.S Cairo</u> | 10/15/66 ! 09/03/71 ! |
| Virgin Islands NP - Catherineberg-Jockumsdahl-Herman Farm Mary Point Estate Lameshur Plantation Cinnamon Bay Plantation Virgin Islands NP Multiple Resource Area Petroglyph Site | 03/30/78 ! 05/22/78 ! 06/23/78 ! 07/11/78 ! 07/23/81 07/08/82 |
| Wright Brothers National Memorial (Documented: 08/25/78) | 10/15/66 ! |
| <u>Southeast Region Properties Determined Eligible:</u> | |
| Cumberland Island NS - Dungeness, Plum Orchard, Stafford Plantation | 06/17/77 |
| Great Smoky Mountains NP - Willis Baxter Cabin Oconaluftee Bridge Oconaluftee Archeological District | 08/17/78 08/17/79 11/11/81 |
| Gulf Islands NS - Naval Live Oaks Historic District | 08/15/78 |
| Natchez Trace Parkway - Shelby Bend Archeological District (THk 11-20) Gordon Mounds, MJE 1 122-3W Rock Creek District (ACt 44, AC5 45) Mud Island Creek Complex (MJe 14,15,17) The French Dwelling Site (MAd 15) | 06/09/78 08/18/78 12/01/78 12/01/78 12/01/78 |

NAME OF PROPERTY

DATE ENTERED

MIDWEST REGION PROPERTIES:

| | |
|--|------------|
| Agate Fossil Beds NM - Harold J. Cook Homestead Cabin | 08/24/77 ! |
| Apostle Islands NL - Shaw Farm | 06/18/76 |
| Hokenson Fishing Dock | 06/18/76 |
| Sevona Cabin | 09/29/76 |
| Apostle Islands Lighthouses | 03/08/77 ! |
| Hadland Fishing Camp | 08/18/77 ! |
| Basswood Island Brownstone Quarry | 03/29/78 |
| . Chicago Portage NHS (Documented: 11/15/78) | 10/15/66 |
| . Chimney Rock NHS (Documented: 02/16/78) | 10/15/66 ! |
| Cuyahoga Valley NRA - : Ohio and Erie Canal | 11/13/66 |
| . Fort Island Works | 12/02/70 |
| . Jonathan Hale Homestead | 04/23/73 |
| . Everett Road Covered Bridge | 05/23/74 |
| . Peninsula Village Historic District | 08/23/74 |
| . Ohio and Erie Canal Deep Lock | 09/09/74 |
| Stephen Frazee House | 05/04/76 |
| . South Park Site | 06/22/76 |
| Everett Knoll Complex | 05/25/77 |
| . Barker Village Site | 04/19/78 |
| . Terra Vista Archeological District | 05/23/78 |
| Edmund Gleason House (Edwin Carey House) | 12/18/78 ! |
| Charles B. Rich House | 02/22/79 |
| Abraham Ulyatt House | 02/27/79 |
| . Jim Brown House | 03/02/79 |
| . Station Road Bridge | 03/07/79 |
| . Packard-Doubler House | 03/09/79 |
| . William H. Knapp House | 03/19/79 |
| : William Burt House | 03/22/79 |
| : Allen Welton House | 05/07/79 |
| : Jaite Mill Historic District | 05/21/79 |
| Jonas Coonrad House | 07/24/79 |
| . Ohio and Erie Canal Thematic Resources | 12/11/79 |
| . Russ Snow House | 01/08/82 |
| . Holland Snow House | 01/08/82 |
| George Stanford Farm | 02/17/82 |

| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|--|---------------------|
| Effigy Mounds NM (Documented: 11/23/77) | 10/15/66 ! |
| Fort Larned NHS (Documented: 03/04/77) | 10/15/66 ! |
| Fort Scott NHS (Documented: 11/01/76) | 10/15/66 ! |
| George Rogers Clark NHP (Documented: 03/04/77) | 10/15/66 ! |
| George Washington Carver NM (Documented: 09/29/76) | 10/15/66 ! |
| Grand Portage NM (Documented: 09/14/77) | 10/15/66 ! |
| Herbert Hoover NHS (Documented: 08/01/78) | 10/15/66 |
| Homestead National Monument of America (Documented: 10/20/76) | 10/15/66 ! |
| Indiana Dunes NL - Joseph Bailly Homestead (Documented:) | 10/15/66 |
| Isle Royale NP - Rock Harbor Lighthouse | 03/08/77 ! |
| Edisen Fishery | 03/08/77 ! |
| Minong Mine Historic District | 11/11/77 ! |
| James A. Garfield Home NHS (Lawnfield) * | 10/15/66 ! |
| Jefferson National Expansion Memorial NHS (Documented: 03/04/77) | 10/15/66 ! |
| Lincoln Boyhood NMemorial (Documented: 08/22/76) | 10/15/66 ! |
| Lincoln Home NHS (Documented: 06/02/81) | 08/18/71 |
| Mound City Group NM (Documented: 02/17/78) | 10/15/66 ! |
| Ozark National Scenic Riverways - Big Spring Historic District | 03/17/81 |
| Chilton-Williams Farm Complex | 09/02/81 |
| Alley Spring Roller Mill | 12/08/81 |
| Perry's Victory and International Peace Memorial (Documented: 07/26/78) | 10/15/66 ! |

| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|--|--|
| Pictured Rocks National Lakeshore - Schoolcraft Furnace (Site) Au Sable Light Station | 12/28/77 ! 05/23/78 ! |
| Pipestone NM (Documented: 03/04/77) | 10/15/66 ! |
| Saint Croix National Scenic Riverway . Soo Line High Bridge . John Copas House Heath Summer Home . Croixsyde : Saint Croix Boom Company House and Barn . Mower House and Arcola Mill Site . Franconia Historic District . Pest House | 08/22/77 03/13/79 02/12/80 06/03/80 06/03/80 06/17/80 06/17/80 06/17/80 |
| Scotts Bluff NM (Documented: 10/03/78) | 10/15/66 |
| Sleeping Bear Dunes NL - Hutzler's Barn Sleeping Bear Point Life Saving Station Sleeping Bear Inn | 01/03/78 ! 04/26/79 ! 09/06/79 |
| Voyageurs NP - Little America Mine Kettle Falls Hotel Gold Mine Sites Kettle Falls Historic District | 04/16/75 01/11/76 05/06/77 ! 07/17/78 ! |
| William Howard Taft NHS (Documented: 10/20/76) | 10/15/66 ! |
| Wilsons Creek National Battlefield (Documented: 09/02/76) | 10/15/66 ! |
| <u>Midwest Region Properties Determined Not Eligible:</u> | |
| Cuyahoga Valley NRA - Boston Township Schoolhouse Blackmoor (Lawrence Higgins House) | 10/02/78 11/28/78 |
| Isle Royale NP - Washington Fishing Club | 10/17/75 |

| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|--|---------------------|
| Ozark NSR - | |
| Mount Zion Church | 11/15/79 |
| Peck-Barrett Ranch House | 11/20/80 |
| Voyageurs NP | |
| Ellsworth Rock Garden | 04/03/80 |
| <u>SOUTHWEST REGION PROPERTIES:</u> | |
| <u>Alibates Flint Quarries NM</u> | 10/15/66 |
| Arkansas Post NMemorial (Documented:) | 10/15/66 |
| <u>Aztec Ruins</u> | 10/15/66 |
| Bandelier NM (Documented: 02/24/70) (Main Bandelier Section and Tsankawi Section) | 10/15/66 |
| Big Bend NP - | |
| Rancho Estelle | 09/03/74 ! |
| Castolon Historic District | 09/06/74 ! |
| Mariscal Mine | 09/13/74 ! |
| Hot Springs | 09/17/74 ! |
| Luna Jacal | 11/08/74 ! |
| Homer Wilson Ranch | 04/14/75 ! |
| Postman's Shack and Livingston Residence | 11/03/76 |
| . Canyon de Chelly NM (Documented: 08/25/70) | 10/15/66 ! |
| Carlsbad Caverns NP - | |
| Painted Grotto | 03/08/77 ! |
| : <u>Chaco Culture NHP</u> | 10/15/66 |
| <u>Chamizal NMemorial</u> | 02/04/74 |
| El Morro NM (Documented: 12/08/78) | 10/15/66 ! |
| Fort Davis NHS (Documented: 11/21/78) | 10/15/66 ! |

| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|--|---------------------|
| Fort Smith NHS (Documented:) | 10/15/66 |
| Fort Union NM (Documented: 12/01/78) | 10/15/66 ! |
| . <u>Georgia O'Keefe NHS</u> | ? |
| <u>Gila Cliff Dwellings NM</u> | 10/15/66 |
| Guadalupe Mountains NP - Pinery Station | 10/09/74 ! |
| Wallace Pratt Lodge | 03/26/75 ! |
| Guadalupe Ranch | 11/21/78 ! |
| Hot Springs NP - Bathhouse Row | 11/13/74 ! |
| <u>Hubbell Trading Post NHS</u> | 10/15/66 |
| : <u>Jean Lafitte NHP and Preserve</u> | 10/15/66 |
| <u>Lake Meredith NRA -</u> | |
| McBride Ranch House | 04/23/75 ! |
| <u>Lyndon B. Johnson NHP</u> | 12/02/69 |
| . National Park Service Southwest Regional Office | 10/06/70 |
| <u>Navajo NM</u> | 10/15/66 |
| Padre Island NS - Novillo Line Camp, Dunn Ranch | 10/01/74 ! |
| . Palo Alto Battlefield NHS * | 10/15/66 |
| Pea Ridge NMP (Documented:) | 10/15/66 |
| <u>Pecos NM</u> | 10/15/66 |
| <u>Salinas NM</u> (Gran Quivira) | 10/15/66 |
| . <u>San Antonio Missions NHP</u> | 11/10/78 |
| <u>. San Jose Mission NHS</u> | 10/15/66 |

| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|---|---------------------|
| . Mission Concepcion | 04/15/70 |
| . Mission San Francisco de la Espada | 02/23/72 |
| . Mission San Juan Capistrano | 02/23/72 |
| <u>Wupatki NM</u> | 10/15/66 |
| <u>Southwest Region Properties Determined Eligible:</u> | |
| Big Bend NP - | |
| Archeological Site 41BS609 | 05/24/78 |
| Archeological Site 41BS41 | 05/24/78 |
| Buffalo National River - | |
| Archeological Site 3MR51 | 01/22/82 |
| Canyon de Chelly NM - | |
| : Headquarters Area | 12/06/78 |
| Guadalupe Mountains NP - | |
| Emigrant Trail to California and Butterfield | |
| Stage Route | 12/22/78 |
| Jean Lafitte NHP - | |
| Bayou des Coquilles Site (16 JE 37) | 04/21/81 |
| White Sands NM - | |
| Fairchild Site | 12/04/80 |
| <u>ROCKY MOUNTAIN REGION PROPERTIES:</u> | |
| Arches NP - | |
| Courthouse Wash Pictographs | 04/01/75 ! |
| Wolfe Ranch | 11/20/75 ! |
| <u>Bent's Old Fort NHS</u> | 10/15/66 |
| <u>Big Hole NB</u> | 10/15/66 |

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| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|--|---------------------|
| Bighorn Canyon NRA - | |
| Pretty Creek Archeological Site | 01/17/75 ! |
| Cedarvale | 08/19/75 ! |
| Fort C.F. Smith Historic District | 10/10/75 ! |
| Bad Pass Trail (Sioux Trail) | 10/29/75 ! |
| Bighorn Ditch Headgate | 12/12/76 ! |
| Ewing-Snell Ranch | 05/12/77 ! |
| Canyonlands NP - | |
| Horseshoe (Barrier) Canyon Pictograph Panels | 02/23/72 |
| Salt Creek Archeological District | 03/31/75 ! |
| Harvest Scene Pictograph Panel | 04/01/75 ! |
| Capitol Reef NP - | |
| Fruita Schoolhouse | 02/23/72 ! |
| Curecanti NRA - | |
| D & RG Narrow Gauge Trestle | 06/18/76 ! |
| <u>Custer Battlefield NM</u> | 10/15/66 |
| Florissant Fossil Beds NM - | |
| Hornbek House | 12/08/81 |
| <u>Fort Laramie NHS</u> | 10/15/66 |
| Fort Union Trading Post NHS (Documented: 01/21/82) | 10/15/66 |
| Glacier NP - | |
| Many Glacier Hotel Historic District | 09/29/76 ! |
| Sperry Chalets | 08/02/77 ! |
| Lewis Glacier Hotel | 05/22/78 ! |
| Glen Canyon NRA - | |
| Davis Gulch Pictograph Panel | 06/05/75 ! |
| Hole-in-the-Rock | 11/03/75 ! |
| Lee's Ferry | 03/15/76 ! |
| Lonely Dell Ranch Historic District | 05/19/78 |
| Defiance House | 12/20/78 ! |
| :Hole-in-the-Rock Trail | 08/09/82 |

| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|--|---------------------|
| <u>Golden Spike NHS</u> | 10/15/66 |
| Grand Teton NP - | |
| Cunningham Cabin | 04/16/69 |
| Manor's Ferry | 10/02/73 |
| Leeks Lodge | 09/05/75 |
| <u>Grant-Kohrs Ranch NHS</u> | 08/25/72 |
| <u>Hovenweep NM</u> | 10/15/66 |
| <u>Knife River Indian Villages NHS</u> | 10/26/74 |
| <u>Mesa Verde NP</u> | 10/15/66 |
| <u>Mount Rushmore NMemorial</u> | 10/15/66 |
| <u>Pipe Spring NM</u> | 10/15/66 |
| Rocky Mountain NP - | |
| William Allen White Cabins | 10/25/73 ! |
| . Grand River Ditch | 09/29/76 ! |
| Moraine Lodge | 10/08/76 ! |
| North Inlet Shelter Cabin | 10/22/76 ! |
| Lulu City Site | 09/14/77 ! |
| Holzwarth Historic District | 12/02/77 ! |
| Shadow Mountain Lookout | 08/02/78 |
| Leiffer House | 08/02/78 |
| Rocky Mountain Utility Area District | 03/18/82 |
| Timpanogos Cave NM - | |
| Timpanogos Cave Historic District | 10/13/82 |
| Yellowstone NP | |
| Old Faithful Inn | 07/23/73 |
| Madison Museum | 07/09/82 |
| Obsidian Cliff Kiosk | 07/09/82 |
| <u>Yucca House NM</u> | 10/15/66 |
| Zion NP - | |
| Cable Mountain Draw Works | 05/24/78 ! |
| Zion Lodge Historic District | 08/24/82 |

NAME OF PROPERTY

DATE ENTERED

Rocky Mountain Region Properties Determined Eligible:

| | |
|--|--|
| Bryce Canyon NP - Historic Resources of Bryce Canyon NP | 10/24/79 |
| Colorado NM - Historic Resources of Colorado NM (Partial Inventory: Trail of the Serpent and Architectural Properties) | 08/29/79 |
| Curecanti NRA - Curecanti Archeological District | 07/26/82 |
| Glacier NP - Old St. Mary Ranger Station Cut Bank Ranger Station Headquarters and Maintenance Area | 03/16/78 09/10/79 06/21/82 |
| Grand Teton NP - Three Rivers Ranch | 10/31/78 |
| Mesa Verde NP - Mesa Verde NP Administrative District | 12/22/78 |
| Rocky Mountain NP - Bear Lake Ranger Station Bear Lake Comfort Station | 11/17/81 11/17/81 |
| Yellowstone NP - Lake Hotel Historic Resources of Yellowstone NP (Partial Inventory: Ft. Yellowstone, Mammoth Hot Springs Historic District) Ft. Yellowstone Power House Fishing Bridge Historic District | 01/31/80 04/17/80 04/17/80 11/05/81 |

WESTERN REGION PROPERTIES:

| | |
|---|------------------------|
| <u>Cabrillo NM</u> - Old Point Loma Lighthouse | 10/15/66 06/27/74 ! |
| <u>Casa Grande NM</u> | 10/15/66 |

| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|--|---------------------|
| Channel Islands NP - | |
| Santa Barbara Island Archeological District | 09/12/79 |
| Anacapa Island Archeological District | 09/12/79 |
| . San Miguel Island Archeological District | 09/12/79 |
| . Santa Cruz Island Archeological District (Partial) | 09/12/79 |
| Chiricahua NM - | |
| Stafford Cabin | 03/31/75 |
| Faraway Ranch Historic District | 08/27/80 |
| <u>Coronado NMemorial</u> | 10/15/66 |
| Death Valley NM - | |
| : Skidoo | 04/16/74 ! |
| Eagle Borax Works | 12/31/74 ! |
| Harmony Borax Works | 12/31/74 ! |
| Leadfield | 06/10/75 ! |
| Death Valley Scotty Historic District | 07/20/78 |
| Eugene O'Neill (Tao House) NHP * | 05/06/71 ! |
| <u>Fort Bowie NHS</u> | 07/29/72 |
| <u>Fort Point NHS</u> | |
| Golden Gate NRA - | |
| Presidio | 10/15/66 |
| <u>C. A. Thayer</u> (Documented: 09/20/79) | 11/13/66 ! |
| <u>Eureka</u> | 04/24/73 ! |
| <u>Wapama</u> | 04/24/73 ! |
| Forts Baker, Barry and Cronkhite | 12/12/73 |
| <u>Hercules Tugboat</u> | 01/17/75 ! |
| <u>Haslett Warehouse</u> | 03/28/75 ! |
| <u>Alma</u> (Scow Schooner) | 10/10/75 ! |
| : Pumping Station No. 2, San Francisco Fire Department | |
| Auxiliary Water Supply System | 05/03/76 ! |
| Alcatraz | 06/23/76 ! |
| Point Lobos Archeological Site | 11/07/76 ! |
| <u>Balcutha</u> | 11/07/76 ! |
| Six Inch Disappearing Rifle | 02/07/79 |
| Fort Mason Historic District | 04/23/79 |
| Tubbs Cordage Company Office Building | 11/06/79 |

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| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|---|---------------------|
| <u>Lewis Ark</u> | 11/08/79 |
| <u>Fort Miley</u> | 05/23/80 |
| <u>Muir Beach Archeological Site - 4Mrn-333</u> | 01/26/81 |
| : <u>Steamship Tennessee Remains</u> | 04/15/81 |
| Grand Canyon NP - | |
| Grandview Mine | 07/09/74 ! |
| Tusayan Ruins | 07/10/74 ! |
| Hermit Rest Concession Building | 08/07/74 ! |
| Superintendent's Residence | 09/06/74 ! |
| Water Reclamation Plant | 09/06/74 ! |
| . El Tovar Hotel | 09/06/74 ! |
| Grand Canyon Railroad Station | 09/06/74 ! |
| El Tovar Stables | 09/06/74 ! |
| Ranger's Dormitory | 09/05/75 ! |
| . Buckey O'Neill Cabin | 10/29/75 ! |
| : Grand Canyon Village Historic District | 11/20/75 ! |
| Grand Canyon Inn and Campground | 09/02/82 |
| Grand Canyon Lodge | 09/02/82 |
| Grand Canyon North Rim Headquarters | 09/02/82 |
| Haleakala NP - | |
| Crater Historic District | 11/01/74 ! |
| Hawaii Volcanoes NP - | |
| Puna-ka'u Historic District | 07/01/74 ! |
| Wilkes Campsite | 07/24/74 ! |
| Old Volcano House No. 42 | 07/24/74 ! |
| Whitney Seismograph Vault No. 29 | 07/24/74 ! |
| Kilauea Crater | 07/24/74 ! |
| 1790 Footprints | 08/07/74 |
| Ahua a Umi Heiau | 08/13/74 |
| Ainapo Trail (Menzies Trail) | 08/30/74 ! |
| . <u>Hohokam Pima NM</u> (Snaketown NHL) | 10/15/66 |
| John Muir NHS (Documented: 05/22/78) | 10/15/66 ! |
| Joshua Tree NM - | |
| Ryan House and Lost Horse Well | 06/05/75 ! |
| Barker Dam | 10/29/75 ! |

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| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|--|---------------------|
| Cow Camp | 10/29/75 ! |
| Keys Desert Queen Ranch (McHaney Ranch) | 10/30/75 ! |
| Wall Street Mill | 11/12/75 ! |
| Desert Queen Mine | 01/17/76 ! |
| . Kalaupapa NHP (Documented:) | 01/07/76 |
| U.S.C.G. Molokai Light (Lighthouse only) | 03/25/82 |
| . <u>Kaloko-Honokohau NHP</u> | 10/15/66 |
| Kings Canyon NP - | |
| Gamlin Cabin | 03/08/77 ! |
| Shorty Lovelace Historic District | 01/31/78 |
| Barton-Lackey Cabin | 03/30/78 |
| Knapp Cabin | 12/20/78 |
| Lake Mead NRA - | |
| Grand Wash Archeological District | 02/08/80 |
| Lassen Volcanic NP - | |
| Loomis Visitor Center | 02/25/75 ! |
| Nobles Emigrant Trail | 10/03/75 ! |
| Prospect Peak Fire Lookout | 03/30/78 |
| Warner Valley Ranger Station | 04/03/78 |
| Summit Lake Ranger Station | 04/03/78 |
| Horseshoe Lake Ranger Station | 05/05/78 |
| Park Headquarters/Lassen Volcanic NP | 10/03/78 |
| Sulphur Creek Archeological District | 04/14/80 |
| Lava Beds NM - | |
| Captain Jack's Stronghold | 09/20/73 ! |
| Black Cow Spring | 07/09/74 ! |
| Skull Ridge | 07/09/74 ! |
| Skull Spring | 07/09/74 ! |
| Cuppy Cave | 07/12/74 ! |
| Seven Mile Flate Site | 12/24/74 ! |
| Fern Cave | 05/29/75 ! |
| Petroglyph Point | 05/29/75 ! |
| Hospital Rock | 08/29/77 |
| Thomas-Wright Battle Site | 11/15/78 |
| Lehman Caves NM - | |
| Lehman Orchard and Aqueduct | 02/25/75 ! |
| Rhodes Cabin | 02/25/75 ! |

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| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|---|---------------------|
| Montezuma Castle NM (Documented: 11/20/78) | 10/15/66 |
| Organ Pipe Cactus NM - | |
| Milton Mine | 09/01/78 |
| Victoria Mine | 09/01/78 |
| Bull Pasture | 09/01/78 |
| Gachado Well and Line Camp | 11/02/78 |
| Growler Mine Area | 11/14/78 |
| Petrified Forest NP - | |
| Agate House Pueblo | 10/06/75 ! |
| Painted Desert Inn | 10/10/75 ! |
| Painted Desert Petroglyphs & Ruins Archeological District | 06/24/76 |
| Flattop Site | 07/12/72 ! |
| Newspaper Rock Petroglyph Archeological District | 07/12/76 ! |
| Puerco Ruins and Petroglyphs | 07/12/76 ! |
| Twin Buttes Archeological District | 07/12/76 ! |
| 35th Parallel Route | 12/06/77 |
| Pinnacles NM - | |
| Chalone Creek Archeological Sites | 08/31/78 |
| Point Reyes NS - | |
| Olema Lime Kilns | 10/08/76 ! |
| Pu'uhonua o Honaunau NHP (Documented: 06/07/74) | 10/15/66 ! |
| : Pu'ukohola Heiau NHS (Documented:) | 10/15/66 ! |
| Redwood NP - | |
| O'men Village Site | 06/30/77 ! |
| Endert's Beach Archeological Sites | 06/30/77 ! |
| Radar Station B-71 | 04/19/78 |
| : Redwood Highway | 12/17/79 |
| Bald Hills Archeological District | 07/09/82 |
| Saguaro NM | |
| Manning Cabin | 03/31/75 ! |
| Rincon Mountain Foothills Archeological District | 10/16/79 |

October, 1982

NAME OF PROPERTY

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| | |
|--|----------------|
| Sequoia NP - | |
| Tharp's Log | 03/08/77 ! |
| Squatter's Cabin | 03/08/77 ! |
| Smithsonian Institution Shelter | 03/08/77 ! |
| Quinn Ranger Station | 04/13/77 ! |
| Hospital Rock | 08/29/77 ! |
| Cattle Cabin | 09/15/77 ! |
| Groenfeldt Site | 03/30/78 ! |
| Cabin Creek Ranger Residence and Dormitory | 04/27/78 |
| Ash Mountain Entrance Sign | 04/27/78 |
| Redwood Meadow Ranger Station | 04/27/78 |
| Hockett Meadow Ranger Station | 04/27/78 |
| Giant Forest Lodge Historic District | 05/05/78 |
| Pear Lake Ski Hut | 05/05/78 |
| : Giant Forest Village/Camp Kaweah Historic District | 05/22/78 |
| Generals' Highway Stone Bridges | 09/13/78 |
| Morro Rock Stairway | 12/29/78 |
| Tonto NM (Documented:) | 10/15/66 ! |
| <u>Tumacacori NM</u> | 10/15/66 |
| <u>Tuzigoot NM</u> | 10/15/66 |
| . <u>USS Arizona Memorial</u> (Part of Pearl Harbor U.S. Naval Base) | 10/15/66 |
| (Documented:) | |
| <u>Walnut Canyon NM -</u> | 10/15/66 |
| Old Headquarters | 03/31/75 |
| <u>War in the Pacific NHP</u> | 08/18/78 |
| . Fort San Jose | 05/01/74 ! |
| . Memorial Beach Park | 08/07/74 ! |
| . San Dionisio Church Ruins | 08/30/74 ! |
| . Fort Santo Angel | 08/30/74 ! |
| . Fort Nuestra Senora de la Soledad | 10/18/74 ! |
| . Sella Bay Site (Sidya) | 11/08/74 ! |
| . Cetti Bay | 11/21/74 ! |
| . Fouha Bay | 11/21/74 ! |

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| <u>NAME OF PROPERTY</u> | <u>DATE ENTERED</u> |
|---|---------------------|
| : Agat Invasion Beach | 03/04/75 ! |
| . Hill 40 | 03/04/75 ! |
| : Matgue River Valley Battle Area | 04/03/75 ! |
| . Mataguac Hill Command Post | 06/10/75 ! |
| Piti Coastal Defense Guns | 06/18/75 ! |
| : Asan Ridge Battle Area | 07/18/75 ! |
| . Achugao Bay Site | 08/19/75 ! |
| . Dungcas Beach Defense Guns | 12/22/76 ! |
| Asan Invasion Beach | 02/14/79 |
| Whiskeytown NRA - | |
| Tower House District | 07/02/73 ! |
| Yosemite NP - | |
| Yosemite Valley Chapel | 12/12/73 ! |
| Wawona Hotel and Pavilion | 10/01/75 ! |
| . Ahwahnee Hotel | 02/15/77 ! |
| McCauley Cabin | 03/08/77 ! |
| . Le Conte Memorial Lodge | 03/08/77 ! |
| Yosemite Valley Bridges | 11/25/77 ! |
| Yosemite Valley Archeological District | 01/20/78 |
| Hetch Hetchy Railroad Engine No. 6 | 01/30/78 |
| Yosemite Village Historic District | 03/30/78 |
| Glacier Point Trailside Museum | 04/04/78 |
| Track Bus No. 19 | 05/22/78 |
| Yosemite Valley Railroad Caboose No. 15 | 05/22/78 |
| Great Sierra Mine Historic Site | 05/24/78 |
| Acting Superintendents Headquarters | 06/09/78 |
| Yosemite Transportation Company Office | 06/09/78 |
| Hodgdon Homestead Cabin | 06/09/78 |
| McCauley and Meyer Barns | 06/15/78 |
| El Portal Archeological District | 08/18/78 |
| Great Sierra Wagon Road | 08/25/78 |
| Tuolumne Meadows | 11/30/78 |
| Mariposa Grove Museum | 12/01/78 |
| Tioga Pass Entrance Station | 12/14/78 |
| Merced Grove Ranger Station | 12/14/78 |
| Tuolumne Meadows Ranger Stations & Comfort Stations | 12/18/78 |
| Bagby Stationhouse, Water Tanks and Turntable | 04/13/79 |
| Chris Jorgenson Studio | 04/13/79 |
| Soda Springs Cabin (John Lumbert Homestead) | 04/19/79 |
| Parsons Memorial Lodge | 04/30/79 |
| McGurk Cabin | 06/04/79 |
| Camp Curry Historic District | 11/01/79 |

NAME OF PROPERTY

DATE ENTERED

Western Region Properties Determined Eligible:

| | |
|--|----------|
| Death Valley NM - | |
| The Twenty Mule Team Borax Wagon Road | 09/30/76 |
| . Original Bullfrog - Bullfrog West Extension Mine | 09/18/80 |
| : Homestake-King and Gold Bar Mines and Mills | 07/06/81 |
| Las Vegas and Tonopah Railroad Grade | 07/08/81 |
| Lee Historic Distric | 10/05/82 |
| Golden Gate NRA - | |
| Fort Funston | 07/31/80 |
| Hill 640 Military Reservation | 10/23/80 |
| Grand Canyon NP - | |
| Little Jug Site | 11/07/78 |
| Old Post Office | ? |
| Cross Canyon Corridor Historic District | 05/08/80 |
| Haleakala NP - | |
| Kipahulu Historic District | 10/25/74 |
| Hawaii Volcanoes NP - | |
| Mauna Loa Trail | |
| Joshua Tree NM - | |
| Cottonwood Oasis (Cottonwood Springs) | |
| Lost Horse Mine | |
| Twentynine Palms Oasis | |
| Lake Mead NRA - | |
| Archeological Site LAME-79A-1 | 08/19/80 |
| Overton Beach Archeological Sites | 04/23/81 |
| Lassen Volcanic NP - | |
| Park Naturalist's Residence | 09/08/76 |
| Park Entrance Station and Residence | 09/08/76 |
| Comfort Station | 09/08/76 |
| Lava Beds NM - | |
| Lava Beds NM Archeological District | |
| Point Reyes NS - | |
| Sarah Seaver Randall House | 08/29/79 |
| Point Reyes Light Station | |

NAME OF PROPERTY

DATE ENTERED

Sequoia NP -
Atwell's Mill

01/15/76

Whiskeytown NRA -
Irrigation System

Yosemite NP -

Old Coulterville Road and Trail

03/15/78

Tuolumne Meadows Archeological District

12/07/78

Wawona Archeological District

12/07/78

Dead Giant Tunnel Tree

12/20/78

Eagle Peak Archeological District

01/21/80

White Wolf Archeological District

01/21/80

Snow Creek/Mt. Watkins Archeological District

01/21/80

Yosemite Creek Archeological District

01/21/80

Mariposa Grove Archeological District

01/21/80

Aspen Valley Archeological District

01/21/80

Crane Flat Archeological District

01/21/80

Hetch-Hetchy Archeological District

01/21/80

Yosemite Hydroelectric Power Plant

02/24/82

Western Region Properties Determined Not Eligible:

Golden Gate NRA -

Eppleton Hall

08/10/79

Adolph Sutro Historic District

11/19/79

. Camera Obscura

09/29/80

Kings Canyon NP -

Muir Hut/Muir Pass Shelter Cabin

09/15/76

Cedar Grove Ranger Station

09/15/76

Lassen Volcanic NP -

Sunflower FLume and Canal

09/08/76

Manzanita Lake Dam

09/20/76

Redwood NP -

Harris House

08/22/80

NAME OF PROPERTY

DATE ENTERED

PACIFIC NORTHWEST REGION PROPERTIES:

| | |
|---|------------|
| Coulee Dam NRA - | |
| . St. Paul's Mission (Part of Kettle Falls Historic District) | 11/20/74 |
| Crater Lake NP - | |
| Crater Lake Lodge | 05/05/81 |
| . Ebey's Landing NHR (Central Whidbey Island H.D.) | 12/12/73 |
| <u>Fort Clatsop NMemorial</u> | 10/15/66 |
| Fort Vancouver NHS (Documented:) | 10/15/66 |
| . <u>Klondike Gold Rush NHP</u> (Seattle Unit) | 06/30/76 |
| Pioneer Square - Skid Road District) | 06/22/70 |
| <u>McLoughlin House NHS</u> | 10/15/66 |
| <u>Nez Perce NHP -</u> | 10/15/66 |
| . <u>Lolo Trail</u> | 10/15/66 |
| . Weippe Prairie | 10/15/66 |
| . Pierce Courthouse | 11/03/72 |
| White Bird Battlefield | 07/18/74 ! |
| . Lenore Site | 11/24/74 |
| . St Joseph's Mission (Slickpoo) Site 9 | 06/24/76 ! |
| North Cascades NP - | |
| Black Warrior Mine | 10/15/74 ! |
| Lake Chelan NRA: | |
| Buckner Cabin | 05/17/74 ! |
| Courtney Cabin | 05/31/74 ! |
| Stehekin School | 05/31/74 ! |
| Ross Lake NRA - | |
| Devil's Corner Cliff Walk | 06/07/74 ! |

NAME OF PROPERTY

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| | |
|--|------------|
| Olympic NP - | |
| . Ozette Indian Village Archeological Site | 01/11/74 |
| Wedding Rock Petroglyphs | 04/03/76 ! |
| Humes Ranch Cabin | 09/14/77 ! |
| Rosemary Inn | 07/17/79 |

| | |
|--|----------|
| San Juan Island NHP (Documented: 06/22/76) | 10/15/66 |
|--|----------|

| | |
|----------------------------|----------|
| <u>Whitman Mission NHS</u> | 10/15/66 |
|----------------------------|----------|

Pacific Northwest Region Properties Determined Eligible:

| | |
|-------------------|----------|
| Mount Ranier NP - | |
| Longmire Cabin | 11/17/78 |
| Paradise Inn | 06/21/79 |

| | |
|----------------------------------|----------|
| Nez Perce NHP - | |
| Canoe Camp | 11/13/78 |
| East Kamiah - Site 15 | 11/13/78 |
| . Fort Lapwai Officer's Quarters | 11/13/78 |
| Spalding | 11/13/78 |

| | |
|------------------------------|----------|
| North Cascades NP - | |
| Ross Lake NRA- | |
| . Newhalem Historic District | 04/18/79 |

| | |
|--|----------|
| Olympic NP - | |
| Archeological District | 11/17/78 |
| White Rock Village Archeological Site | 11/17/78 |
| Storm King Ranger Station (Morgenroth Cabin) | 12/28/81 |

Pacific Northwest Region Properties Determined Not Eligible:

| | |
|------------------------|----------|
| Olympic NP - | |
| Ander Nylund Homestead | 03/08/76 |

NAME OF PROPERTY

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ALASKA REGION PROPERTIES:

| | |
|--|------------|
| Cape Krusenstern NM - Cape Krusenstern Archeological District | 11/07/73 ! |
| Denali NP - Teklanika Archeological District | 01/31/76 |
| Katmai NP - Brooks River Archeological District | 02/14/78 |
| Archeological Site 49 | 02/17/78 |
| Takli Island Archeological District | 05/23/78 |
| Old Savonoski Site | 06/23/78 |
| Archeological Site 49 | 06/23/78 |
| Kaguyak Village Site | 06/23/78 |
| Savonoski River Archeological District | 06/23/78 |
| Kukak Village Site | 07/20/78 |
| Klondike Gold Rush NHP (Alaska Unit) | 06/30/76 |
| : Skagway Historic District and White Pass | 10/15/66 |
| Chilkoot Trail | 04/14/75 |
| Sitka NHP | 10/15/66 |
| Russian Bishop's House (Russian Mission Orphanage) | 10/15/66 |

NAME OF PROPERTY

DATE ENTERED

KEY:

- (!) Microfiche of NR form available in region and Office of Cultural Resources Management, Washington. (Photocopy of NR forms should be available in regions and parks)
- (- -) Documentation needed.
- (*) Documentation may need to be revised.
- (.) Signifies property not owned by NPS.
- (:) Signifies property only partially owned by NPS.
(including easements)

APPENDIX B: LEASE/EXCHANGE PROGRAMMATIC
MEMORANDUM OF AGREEMENT (PMOA)

Advisory Council On Historic Preservation

1522 K Street, NW
Washington, DC 20005

PROGRAMMATIC MEMORANDUM OF AGREEMENT

WHEREAS, the National Park Service (NPS) proposes to implement a program to lease and exchange historic properties; and,

WHEREAS, pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. Sec. 470(f)) and Section 800.8 of the Council's regulations (36 C.F.R. Part 800) NPS has requested a Programmatic Memorandum of Agreement covering this program; and,

WHEREAS, representatives of the Council, NPS, and the National Council of State Historic Preservation Officers have consulted and reviewed the program to consider alternatives to avoid or satisfactorily mitigate adverse effects;

NOW, THEREFORE, it is mutually agreed that the program will be implemented in accordance with the following stipulations and the attached Guideline to avoid or mitigate adverse effects.

Stipulations

1. This Agreement covers the leasing or exchange of historic properties that are listed in the National Register of Historic Places. Properties that are included in the List of Classified Structures or that meet the Criteria for Listing in the National Register which are being considered for leasing or exchange will be evaluated against the National Register Criteria and if qualified, will be nominated to the National Register.
2. Decisions regarding the leasing or exchange of historic properties will be made in consultation with historical architects, historians, archeologists, and other pertinent preservation professionals and must conform to NPS-28, "Cultural Resources Management," and to the attached NPS Guideline. The appropriate State Historic Preservation Officer (SHPO) will be given notice, at the earliest possible stage in the planning process, of a decision to consider the leasing or exchange of an historic property. Any request for a physical change or alteration not specifically noted in an approved lease will require individual review in accordance with 36 CFR Section 800.4.
3. Leases for properties under this program will include the pertinent protective provisions regarding preservation, maintenance, and restrictions set forth in the Guideline. NPS will periodically inspect leased properties to insure compliance with lease provisions.
4. NPS will notify the Council of any proposed disposition of an historic property under the exchange program and will consult with the Council regarding the exchange.

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Programmatic Memorandum of Agreement
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5. NPS will maintain evidence of compliance with NPS-28 and the Guideline and such documentation will be available for review by the Council and the pertinent SHPO.

6. Any proposed lease or exchange of an historic property that does not conform to these standards will require individual review in accordance with 36 CFR Sec. 800.4.

7. This Agreement will be reviewed and modified as needed. The Associate Director, Cultural Resources Management, NPS, will represent NPS for this and any other purpose pertaining to this Agreement.

Robert Sawyer Aug 19, 1982 (date)
Executive Director
Advisory Council on Historic Preservation

Car J. Zlotnik (date) 8/31/82
National Park Service

J. Little (date) 11-16-82
National Council of State Historic
Preservation Officers

Alexander B. Smith (date) 12/9/82
Chairman
Advisory Council on Historic Preservation

APPENDIX C: MODEL LEASE

NATIONAL PARK SERVICE

LEASE

OF PROPERTY IN

No.

THIS LEASE, made between the United States of America, acting through
the Director of the National Park Service ("Director"), and
("Lessee"),

WITNESSETH:

That the Director, for the consideration hereinafter set forth, hereby
leases to the Lessee, for a term of _____,
beginning _____, 19__, and ending _____,
19__, the following described property:

THIS LEASE is granted subject to the following conditions:

1. That the Lessee shall pay to the United States rental in the amount of (\$) per annum, payable monthly, and the Lessee shall also pay to the United States on demand any sum which may have to be expended after the expiration, revocation, or termination of this lease in returning the premises to the condition required by Condition No. 18 hereof. Compensation shall be made payable to the Treasurer of the United States and forwarded by the Lessee direct to

2. That, as of the commencement date of this lease, an inventory and condition report of all personal property and improvements of the Government included in this lease shall be made by a representative of the Director and a representative of the Lessee to reflect the then present condition of said property. A copy of said inventory and condition report shall be attached hereto and become a part hereof, as fully as if originally incorporated herein. At the expiration, revocation, or termination of this lease a similar inventory and condition report shall be prepared and submitted to the Director, said inventory and condition report to constitute the basis for settlement by the Lessee with the Director for leased property shown to be lost, damaged, or destroyed, any such property to be either replaced or returned to the condition required by Condition No. 18 hereof, normal wear and tear excepted, or at the election of the Director reimbursement made therefor by the Lessee at the then current market value thereof.

3. That the Lessee has inspected and knows the condition of the leased property, and it is understood that the same is hereby leased without any representation or warranty by the Director whatsoever, and without obligation on the part of the Director to make any alterations, repairs, or additions thereto.

4. That all portions of the leased property shall at all times be protected and maintained in good order and condition by and at the expense of the Lessee as noted in the attached (Historic Structure Preservation Guide, Agricultural Use Guide, etc.).

5. That the Lessee shall neither transfer nor assign this lease or any property on the leased premises, nor sublet the leased premises or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this lease without permission in writing from the Director.

6. That the right is hereby reserved to the United States, its officers, agents, and employees to enter upon the said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government, and the Lessee shall have no claim of any character on account thereof against the United States or any officer, agent, or employee thereof.

7. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the Lessee, or for injuries to the person of the Lessee (if an individual), or for damages to the property or injuries to the person of the Lessee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from governmental activities. The Lessee shall save and hold the United States harmless from any and all such claims.

8. That the Lessee shall at all times exercise due diligence in the protection of the leased premises against damage or destruction by fire and other causes.

9. That any property of the United States damaged or destroyed by the Lessee incident to the Lessee's use and occupation of the said property shall be promptly restored or reconstructed by the Lessee to the satisfaction of the Director, or in lieu of such restoration or reconstruction the Lessee shall, if so required by the said Director, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

10. That the Lessee shall cut no timber, conduct no mining or drilling operations, remove no sand, gravel or kindred substances from the ground, except in the exercise of mineral rights heretofore reserved to the record owner thereof, commit no waste of any kind, or in any manner substantially change the contour or condition of the property hereby leased, except changes required in carrying out soil and water conservation measures.

11. That the Lessee shall comply with all applicable laws, ordinances, and regulations of the State, county, and municipality wherein the said demised premises are located, with regard to construction, sanitation, licenses or permits to do business, and all other matters.

12. That the Lessee shall not construct any permanent structure on the said demised premises, and shall not construct any temporary structure or advertising sign thereon without the prior written consent of the Director.

13. That the Lessee shall pay to the proper authority, when and as the same becomes due and payable, all taxes, assessments, and similar charges, which at any time during the term of this lease, may be taxed, assessed or imposed upon the Government or upon the Lessee with respect to or upon the leased premises.

14. That the use and occupation of the premises leased hereby shall be subject to the general supervision and approval of the Director and to such rules and regulations regarding ingress, egress, safety, sanitation, and security as may be prescribed by him from time to time.

15. That the Lessee shall pay the cost, as determined by the Director, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced and supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the method prescribed by the Director, upon bills rendered monthly.

16. That for such period as the Lessee is in possession of the leased property pursuant to the provisions and conditions of this lease the Lessee shall procure and maintain at its cost a standard fire and extended coverage insurance policy or policies on the leased property to the full replacement value thereof. The Lessee shall procure such insurance from any responsible company or companies, and furnish either the original policy or policies or certificate of insurance or certificates of insurance to the Director. The policy or policies evidencing such insurance shall provide that in the event of loss thereunder the proceeds of the policy or policies, shall be payable to the Lessee to be used solely for the restoration, or reconstruction of the property damaged or destroyed, any balance of the proceeds not required for the restoration, or reconstruction of the property damaged or destroyed to be paid to the Government, provided, however, that the insurer, after payment of any proceeds to the Lessee in accordance with the provisions of the policy or policies shall have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee. Nothing herein contained shall be construed as an obligation upon the Government to restore, or reconstruct the leased property, or any part thereof.

17. That no Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

18. That, on or before the date of expiration of this lease, or upon its revocation by the Director, the Lessee shall vacate the demised premises, remove the property of the Lessee therefrom, and return the premises and personal property to as good order and condition as that existing upon the date of commencement of the term of this lease, damages beyond the control of the Lessee and due to fair wear and tear excepted. If, however, this lease is revoked, the lessee shall vacate

the premises, remove said property therefrom, and return the premises to the condition aforesaid within such time as the Director may designate. In either event, if the Lessee shall fail or neglect to remove said property and so repair the premises, then, at the option of the Director, said property shall either become the property of the United States without compensation therefor, or the Director may cause it to be removed and the premises to be repaired at the expense of the Lessee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and repair work.

19. That if more than one Lessee is named in this lease the obligations of said Lessees herein contained shall be joint and several obligations.

20. That, except as otherwise specifically provided, any reference herein to the Director shall include his duly appointed successors and his authorized representatives.

21. That all notices to be given pursuant to this lease shall be addressed, if to the Lessee to

; if to the Director to the

or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly sealed envelope, or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Director, deposited under the Government franking privilege) in a post office or branch post office regularly maintained by the United States Government.

22. The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

23. The Lessee shall comply with the requirements of (a) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967; (b) Title V, Section 503 of the Rehabilitation Act of September 26,

1973, P.L. 93-112, which requires Government Contractors and Subcontractors to take Affirmative Action to employ and to advance in employment qualified handicapped individuals, 41 CFR, Part 60-2 which prescribes affirmative action requirements for contractors and subcontractors, the Age Discrimination in Employment Act of December 15, 1967, as amended by P.L. 95-256 of April 6, 1978 and with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and in providing facilities and services to the public and shall do nothing in advertising for employees which will prevent those covered by these laws from qualifying for such employment.

24. That prior to execution of this lease conditions were deleted, revised and added in the following manner:

1. Specify permitted and/or non-permitted uses.
2. Specify major construction treatment as described in Historic Structure Report (HSR) and/or construction drawings and specifications.
3. Specify preservation maintenance as described in Historic Structure Preservation Guide (HSPG).
4. Other

IN WITNESS WHEREOF I have hereunto set my hand by authority of the
Director of the National Park Service this day of , 19

THIS LEASE is also executed by the Lessee this day of , 19

.....(SEAL)

.....
(Post Office Address)

.....

Signed and sealed in the presence of:

.....

.....